GENERAL COUNSEL EXHIBITS 422 - 450

EXHIBIT NOT SUBMITTED

GENERAL COUNSEL 's Exhibit No. 422

Case Name DHSC (☑) Identified

Docket No. 08-CA-117890 (☐) Received

Date 3-07-17 (☐) Rejected

This exhibit is not being submitted with this case because it was:

(☑) Identified, but not offered in evidence;

(☐) Identified, received, but withdrawn from evidence;

(☐) No duplicate was furnished to the Reporter;

(☐) Withdrawn by _____ in order to make duplicate(s);

(☐) Retained in the possession of _____

_____

(☐) Other _____

_____

_____

_____
Signature of Presiding Official

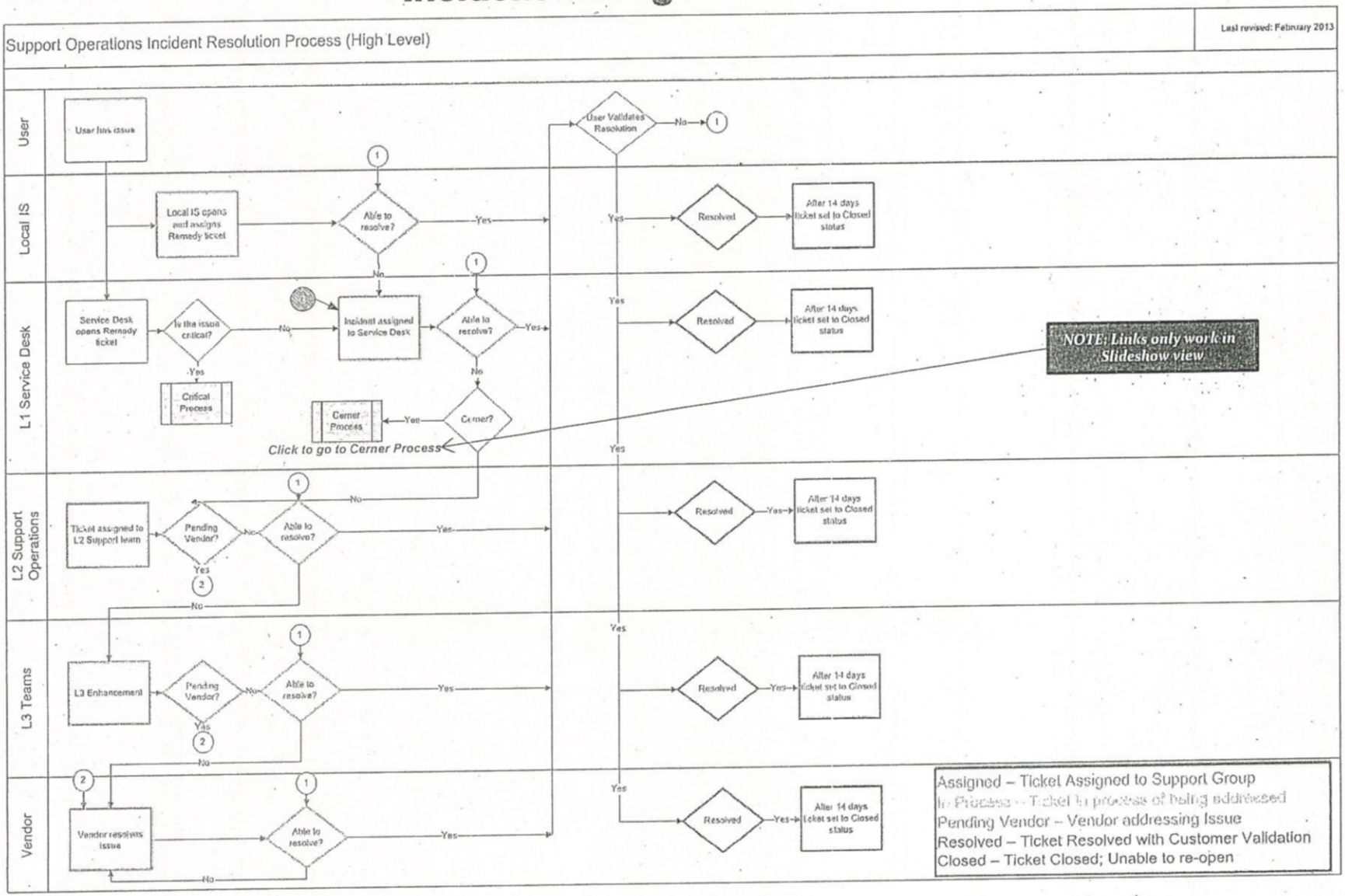
CHS Information Systems Standard Support Model

Agenda

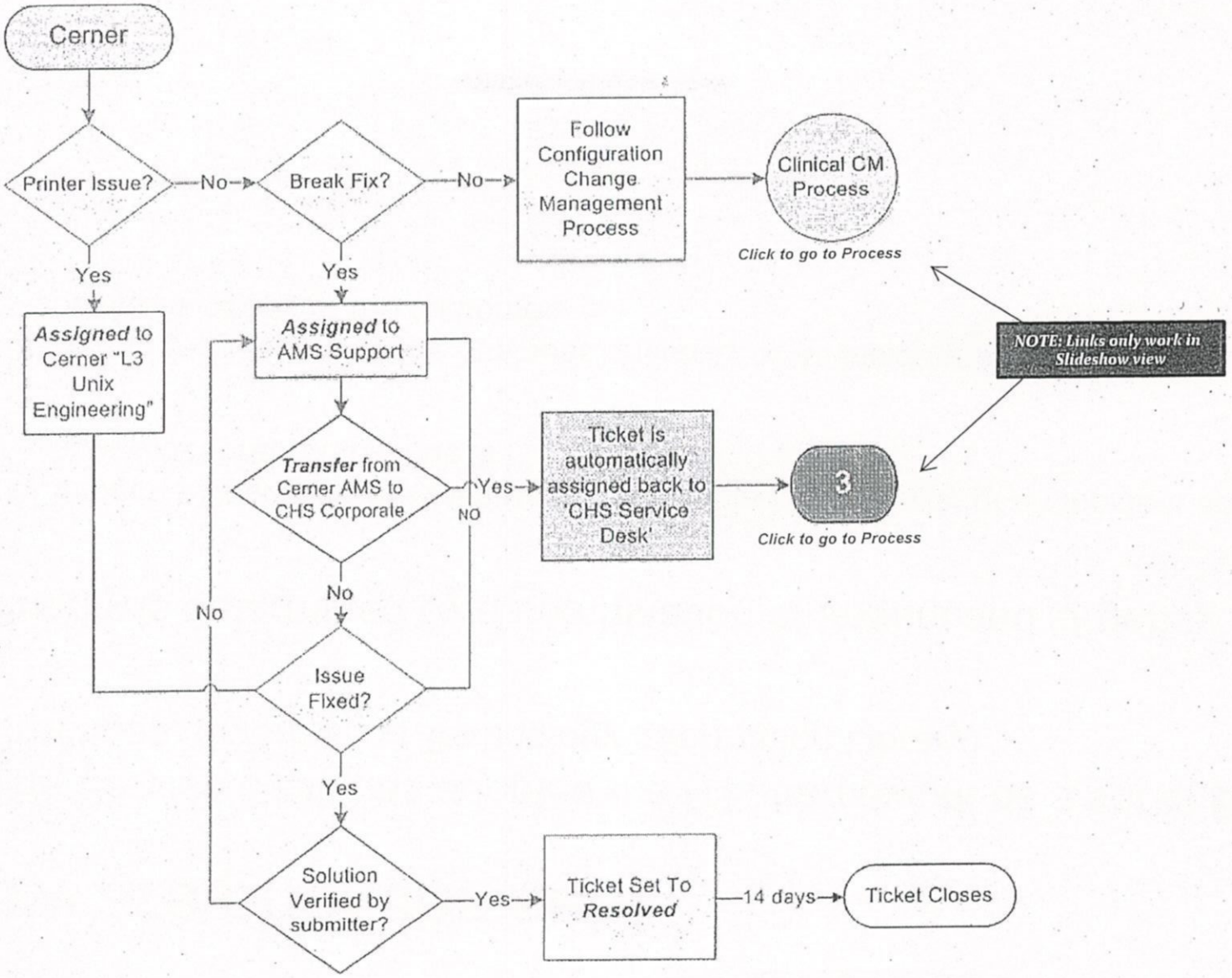
- Incident Managements
  - For Example:
    - Break Fix
    - Printer Issues
  - MyIS http://myis.chs.net/sc/login.asp
- Enhancement Process
  - For Example:
    - Formulary Updates
    - Adding New Fields
  - MyIS http://myis.chs.net/sc/login.asp
- Escalations
- Reporting and Metrics
- QA Follow Up
- Roles and Responsibilities
- Information Systems Infrastructure Support
- Master File Synchronization Process

Incident Management

Incident Management



Cerner Support Process



Revised 6.20.13

How are priorities set?

- The Service Desk has adopted the ITIL framework as a set of Best Practices. (Information Technology Information Library)
- Priority is determined by a combination of Impact and Urgency
  - Impact – Describes the measure of the business criticality of an incident and how widespread the issue is.
  - Urgency- Measure of the business criticality of an incident based on the business needs of the customer.

Priority of Tickets

- Critical
  - Impact – Major outage affecting a large number of customers or a facility. Patient safety/care is in jeopardy or normal business functions cannot be met. Financial, market image, or regulatory implications.
  - Urgency – Required immediately, Critical Event Manager and Incident Response Team notified.
  - Scope –Service Restoration
- High
  - Impact – System or application usable with severe restrictions. Performance severely degraded.
  - Urgency – Required within 48 hours, all required resources.
  - Scope – Service Restoration, Service Request and Problems

Priority of Tickets

- Medium (Normal)
  - Impact – Incidents affecting a individual or small number of users. Must be resolved but do not impact service level agreements.
  - Urgency – Required within five days, best effort, prioritized against other work.
  - Scope – Service Restoration, Service Request and Problems

- Low
  - Impact – Incidents that do not directly affect customer's productivity. Workaround is available.
  - Urgency – Required within the next week.
  - Effort – Resources are available.
  - Scope – Service Request

Change Management

Cerner Standardization
- Production Change Request Process Overview

- The recent successful go-live of the Cerner Millennium solution has given CHS an opportunity to achieve a major outcome directed by Mr. Smith - ***Standardization***.

- CHS is now in position to realize the major benefits of this strategy: reduced cost of system maintenance, an increased ability to rapidly deploy the solution, and improved capabilities to provide excellent support.

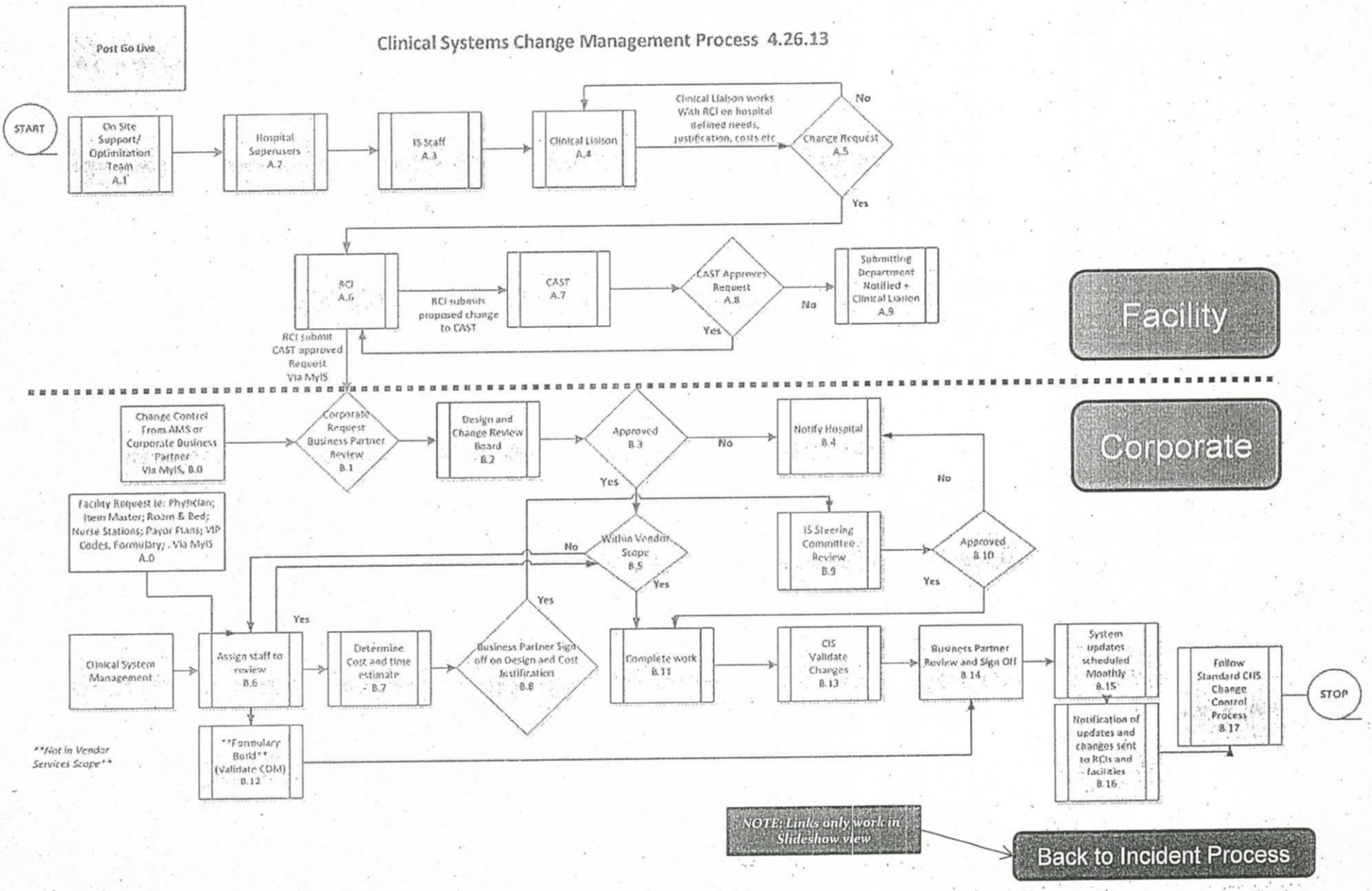
- In order to not lose momentum in realizing these benefits, it is important to remember that the CHS Cerner solution is designed and engineered as an enterprise model (hosted in the Birmingham Data Center) and this one enterprise standard must support all facilities, currently planned for a total of nineteen. In order to maintain clinical content Standardization, we have designed and are currently implementing a new approach to Change Management.

Cerner Standardization
- Production Change Request Process

- The following slide describes the 'Clinical Systems Change Management Process'. We have tool-enabled the process on behalf of the change submitters. The process supports not only change requests to the application from a clinical content perspective, but also provides for a fast-track for maintenance type items such as CDM/Billing, Room and Bed, Physician, and Lab, Rad, and Pharmacy/Formulary table updates.

- For the clinical content requests, your local clinical liaison will be working with your staff in conjunction with the Corporate Optimization Team and their assigned Regional Clinical Informaticist (RCI). The RCI will assist in refining the definition and justification of the need and will prepare the request for presentation to the facility's Clinical Automation Steering Committee (CAST).

Change Management Process



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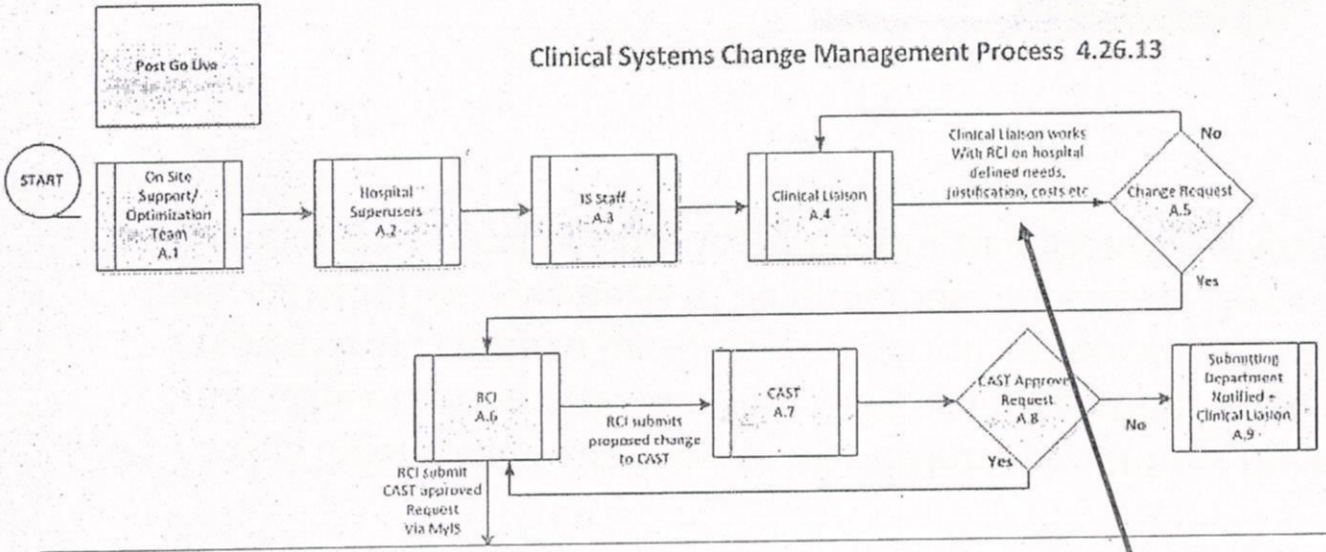
Change Management Process



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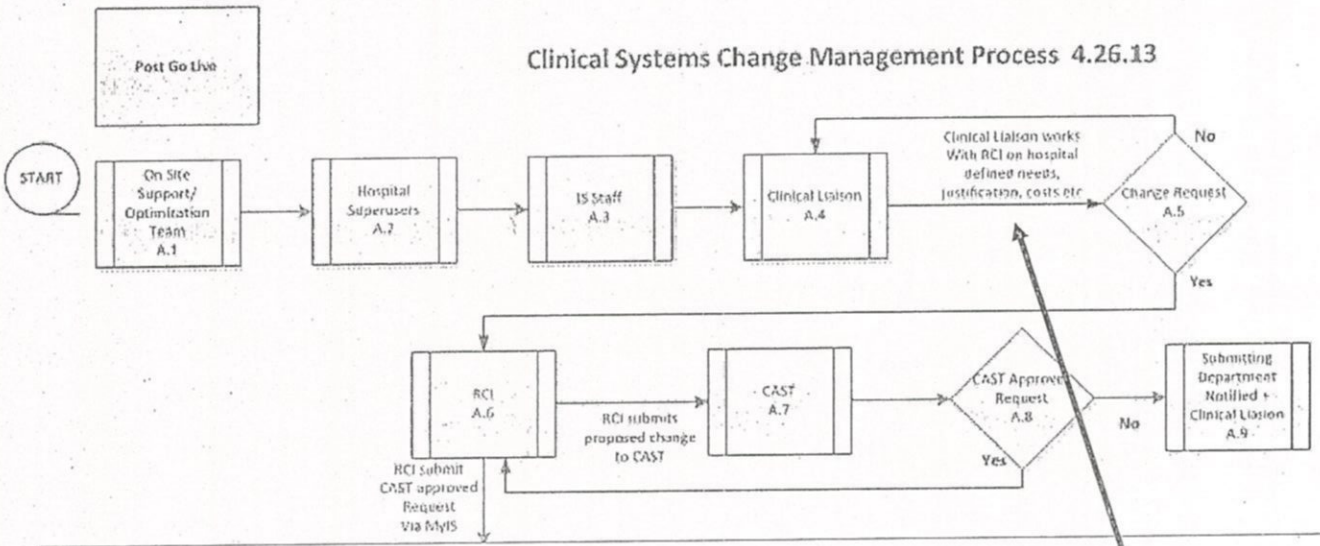
NOTE: Links only work in Slideshow view

Back to Incident Process

Change Management Process



- At this local level we ask you to be thinking about how the change requested will affect the other facilities sharing the Cerner solution. We have a finite number of resources available to perform application enhancements, based on industry standard ratios. We need to be judicious in focusing these resources on the changes that provide significant benefit to patients and end users across our health system.

NOTE: Links only work in Slideshow view

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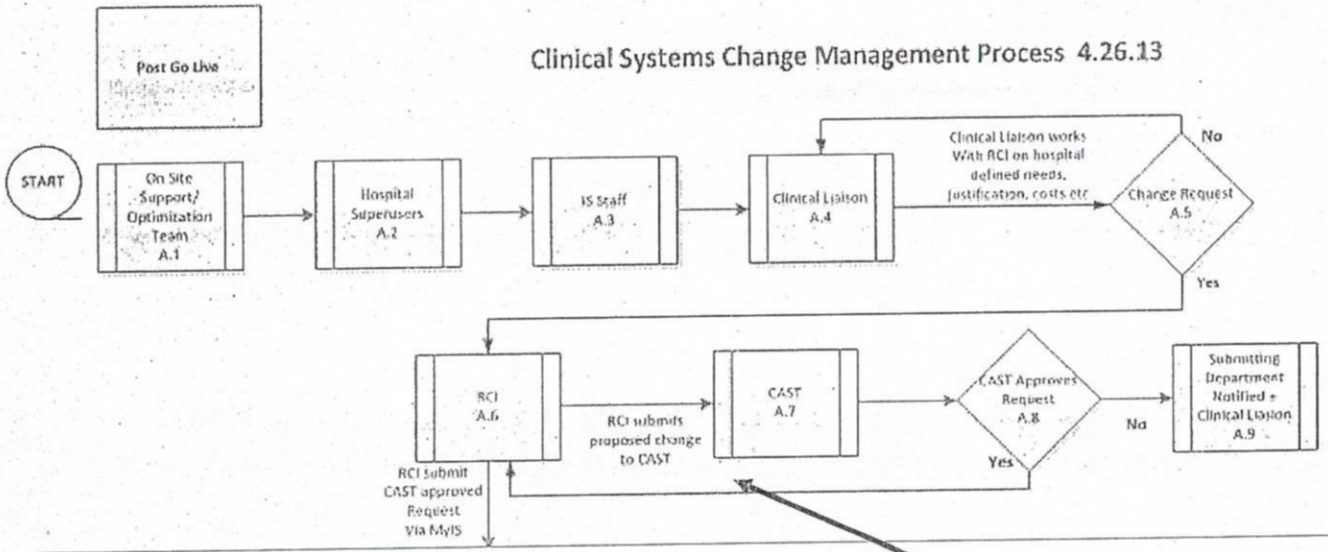
Change Management Process



- We anticipate that the types of changes approved by the local governing body (CAST) will be changes related to CMS, JCAHO and state requirements and not items already identified and planned for in the solution roadmap. The RCI will know this information in most cases.

NOTE: Links only work in Slideshow view

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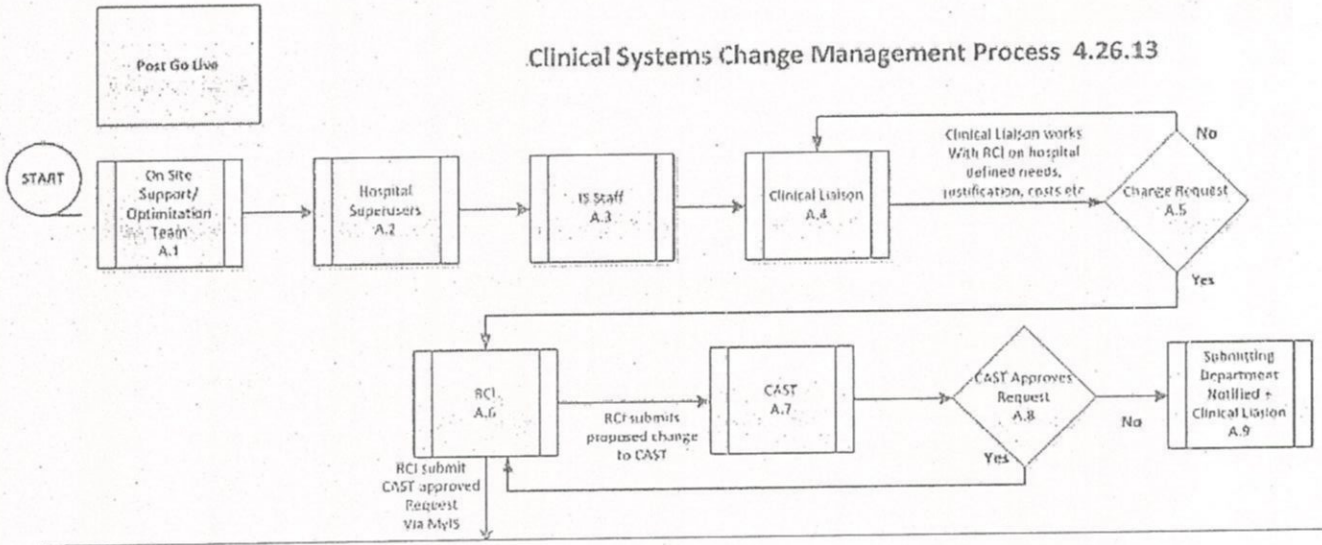
Change Management Process



- In order to maintain the enterprise standard it is business critical that the process described above is both clearly defined and adhered to.

NOTE: Links only work in Slideshow view

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Enhancement Requests Utilizing MyIS for CERNER

Requesting Enhancements

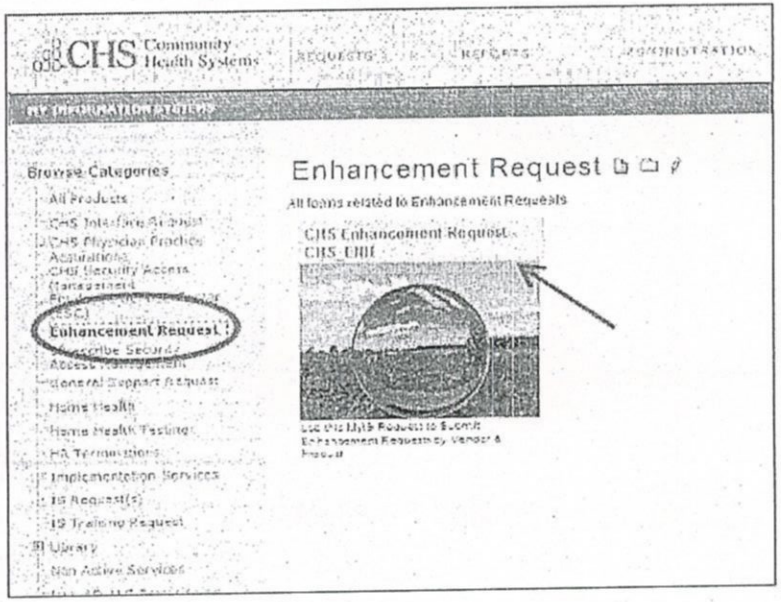
- Clinical Informaticist
  - Greg Krantz
- Regional Clinical Informaticist
  - Karen McCreary

Using MyIS for Cerner Enhancement Requests

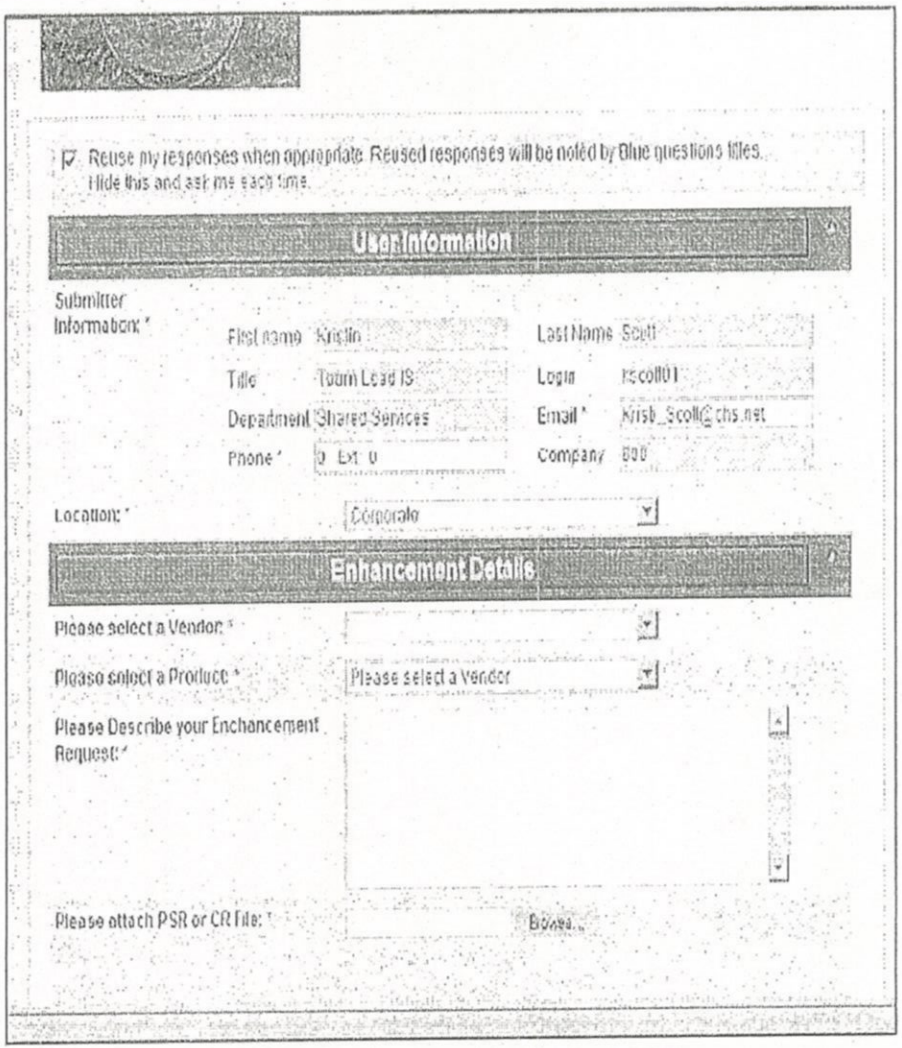
CHS

1. Log into MyIS at https://myis.chs.net using your Active Directory credentials (the same username/password that you use to log into your computer)

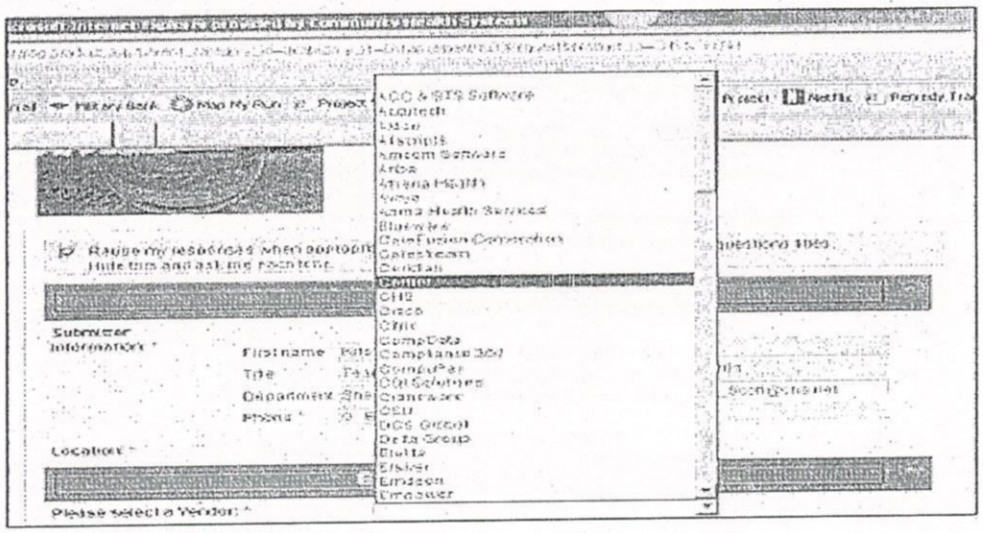
2. Select the **Enhancement Request** option on the left sidebar, then click on the box that states **CHS Enhancement Request.**



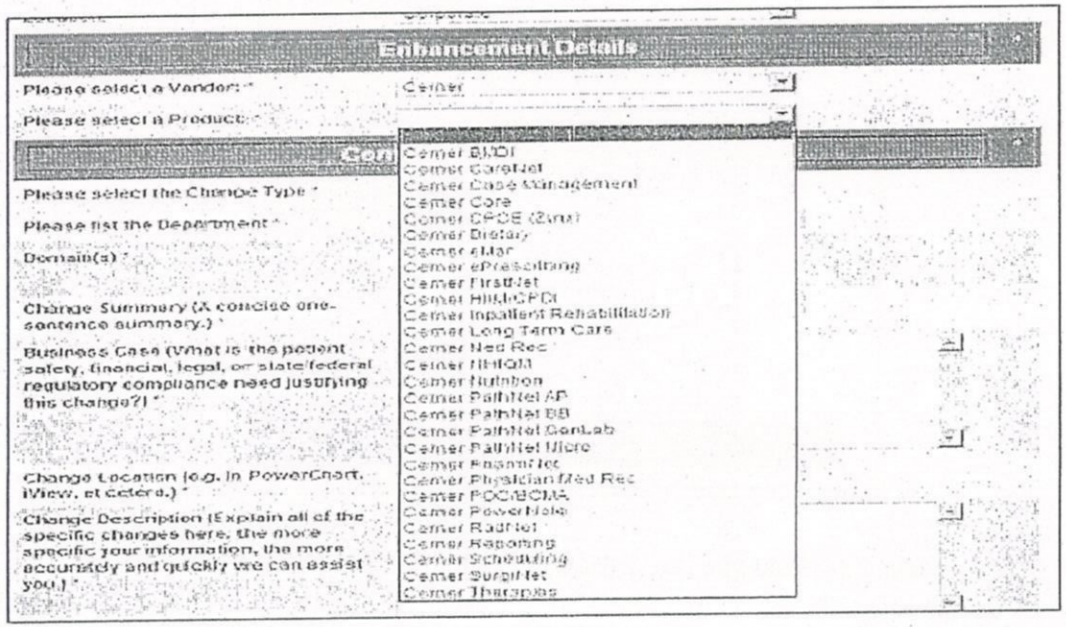
3. Your user information will auto-populate into the request. Verify that it is correct and edit the phone or email if needed.



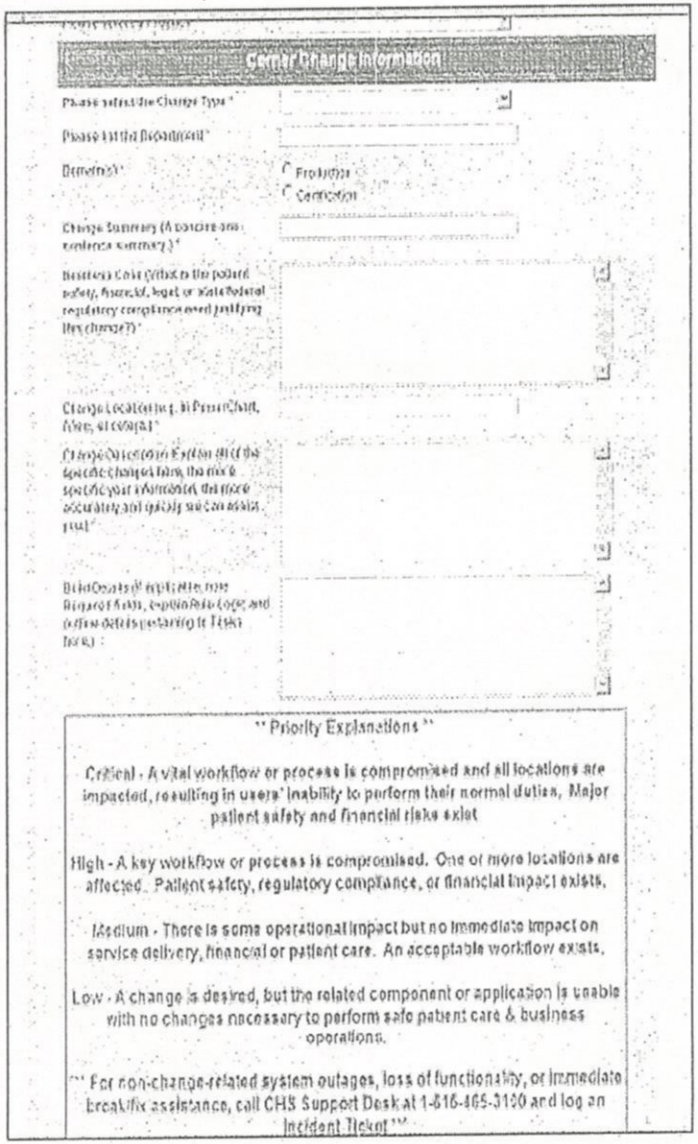
4. Select Cerner from the Please select a Vendor dropdown box.



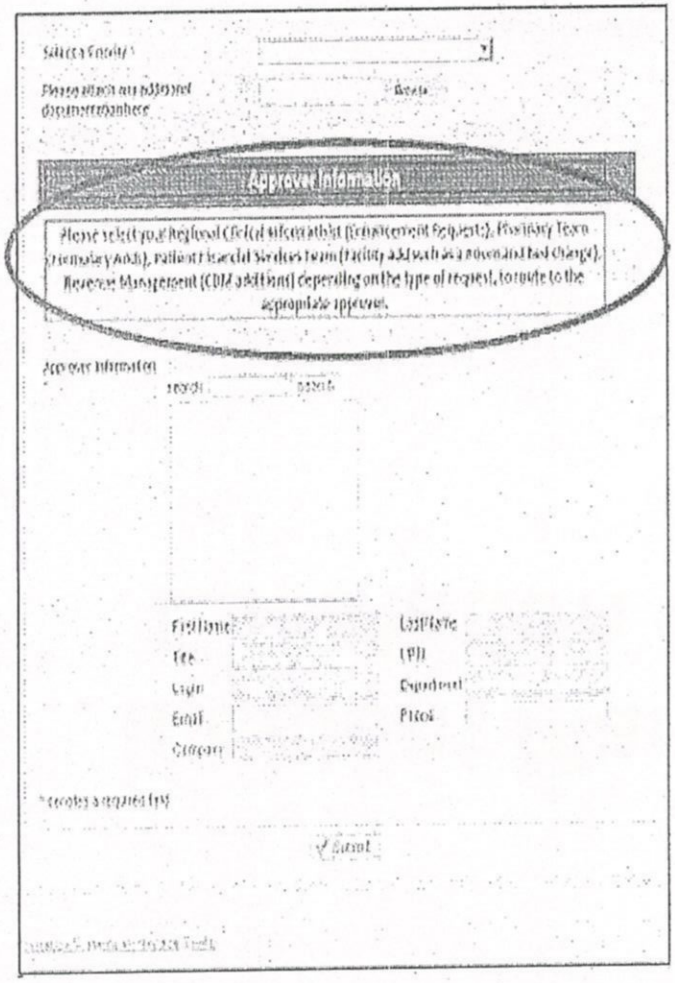
5. Select the application module for which modifications are needed, and a custom request form for Cerner will appear.



6. Complete the form, select a priority, and add necessary attachments/forms.



7. Identify the correct approver in order to route the request to the appropriate approver.



8. Once the request is approved, a Remedy Incident will be created and assigned to the appropriate CHS resource for triage. That team will contact the requestor with the next steps.

Incident Management Escalation Contacts

CHS Support Services

Incident Escalation Contacts

The Service Desk is available 7 x 24 and should be the first point of contact for all IS issues.

Service Desk Contact - 1-615-465-3100

On Line – http://MyIS

Escalation: For escalation of critical issues, please contact the following in this order.

Level 1 Engagement

Larry Chavarria. 1st Shift Team Lead
615-465-7330
After Hours Contact Information:
615-477-1789
Larry_Chavarria@chs.net

Steve Mortillaro, 2nd Shift Team Lead
615-465-4930
After Hours Contact Information
615-330-8186
Steve_Montillaro@chs.net

Stephen Brandon, weekend shift Team Lead
615-465-4061
After Hours Contact Information
615-945-8641
Stephen_Brandon@chs.net

Level 2 Engagement

Sherry Ryder, Manager, Service Desk
615-465-7816
After Hours Contact Information:
615-418-0119
Sherry_Ryder@chs.net

Level 3 Engagement

Gowri Muthumalai, Director, IS Service Operations
615-465-7930

Level 4 Engagement

Division IS Liaison

Note: In case of an enterprise wide event, the Service Desk will open the following bridge to provide updates at the top of each hour and as needed:

1-866-628-8620 Pass code 378758

Division VP - IS Liaisons

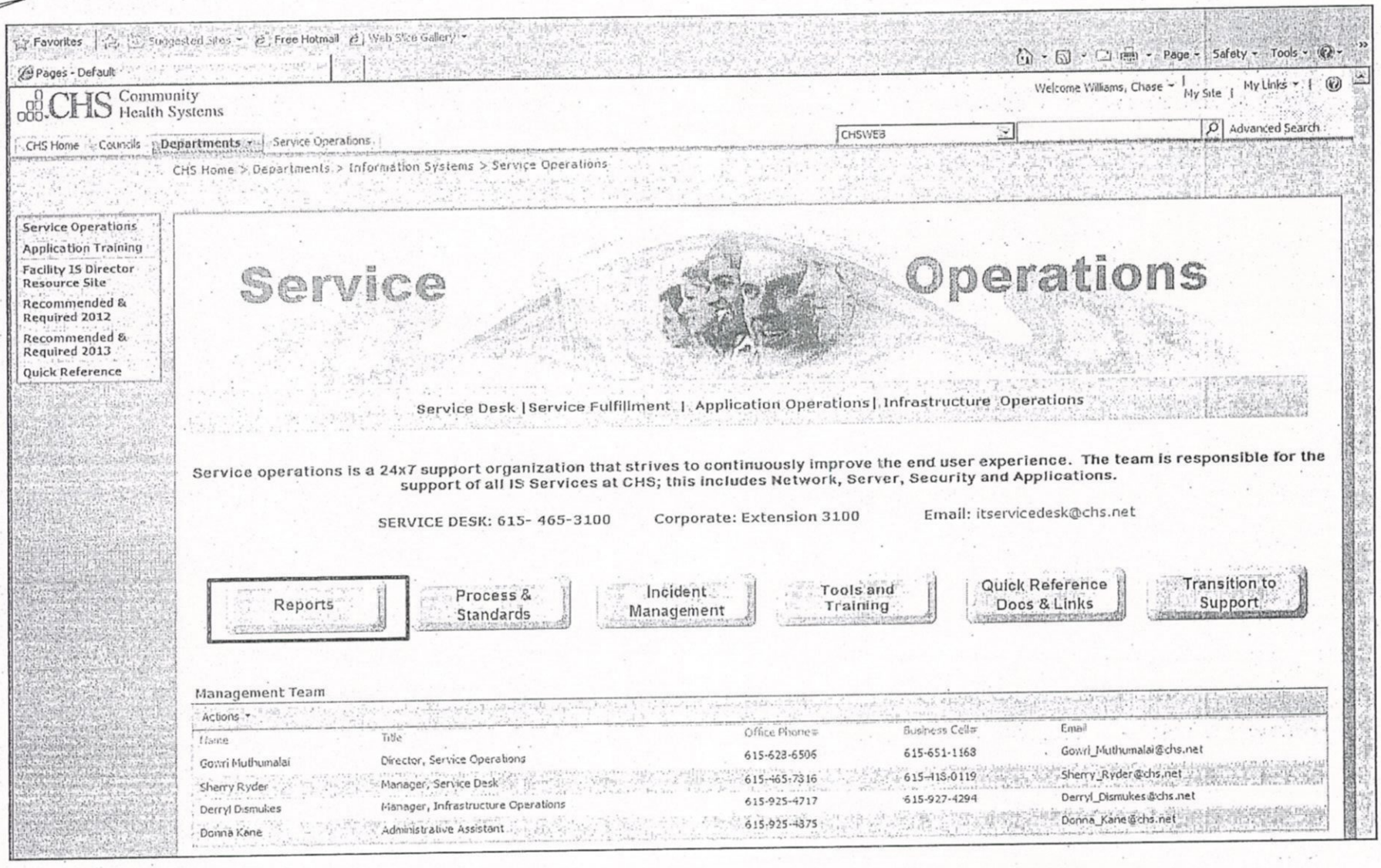
- Division 1- Michael Yzerman
  - Michael_Yzerman@chs.net 615-465-7305
- Division 2- Michael Oshea
  - Michael_Oshea@chs.net 615-465-7950
- Division 3- Lisa Cline / John Ulett
  - Lisa_Cline@chs.net 615-465-7865
  - John_Ulett@chs.net 615-925-4828
- Division 4- Sammy Cantrell
  - Sammy_Cantrell@chs.net 615-465-7298
- Division 5- Curtis Watkins
  - Curtis Watkins@chs.net 615-465-7789

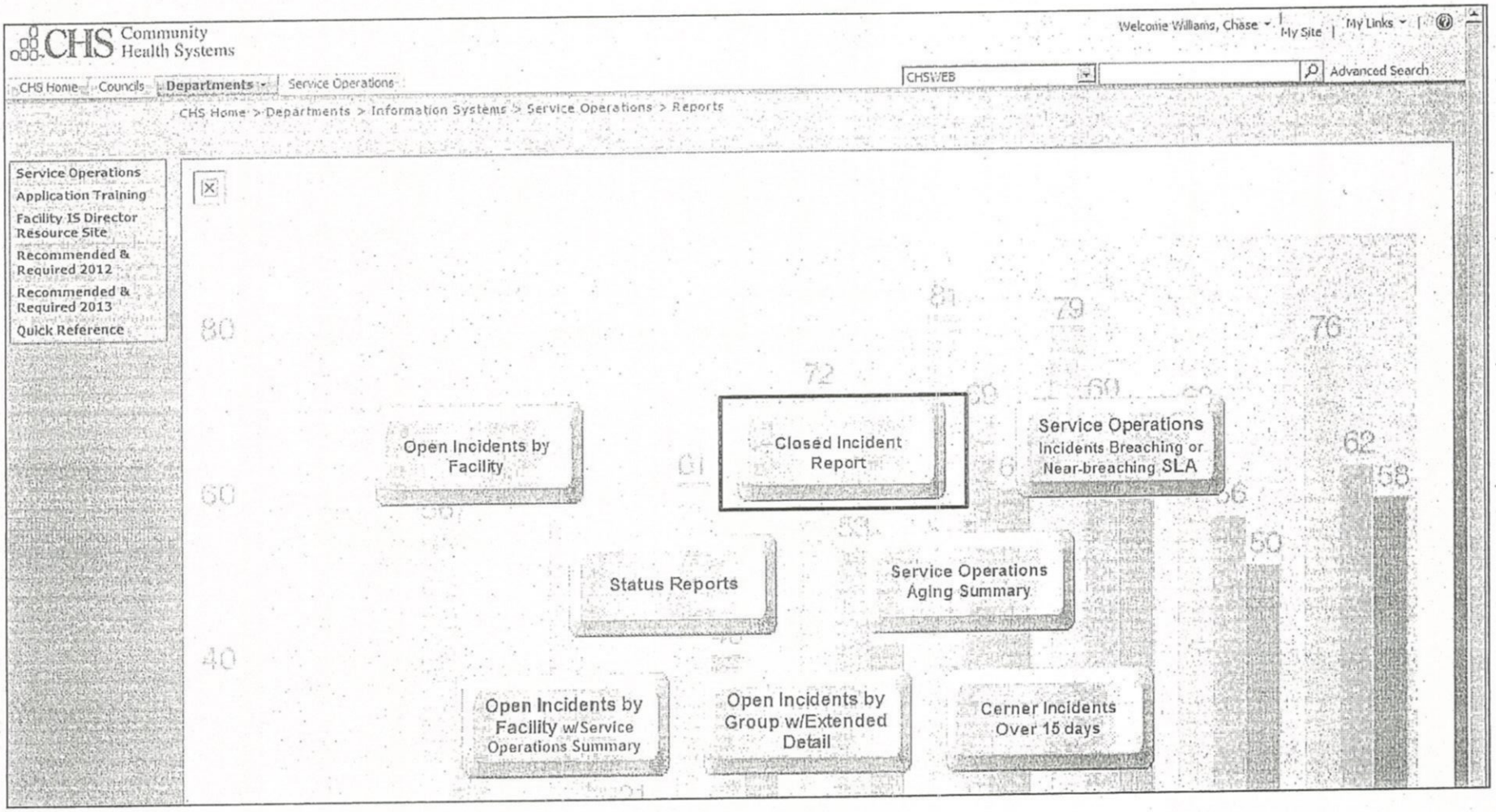
Reporting and Metrics

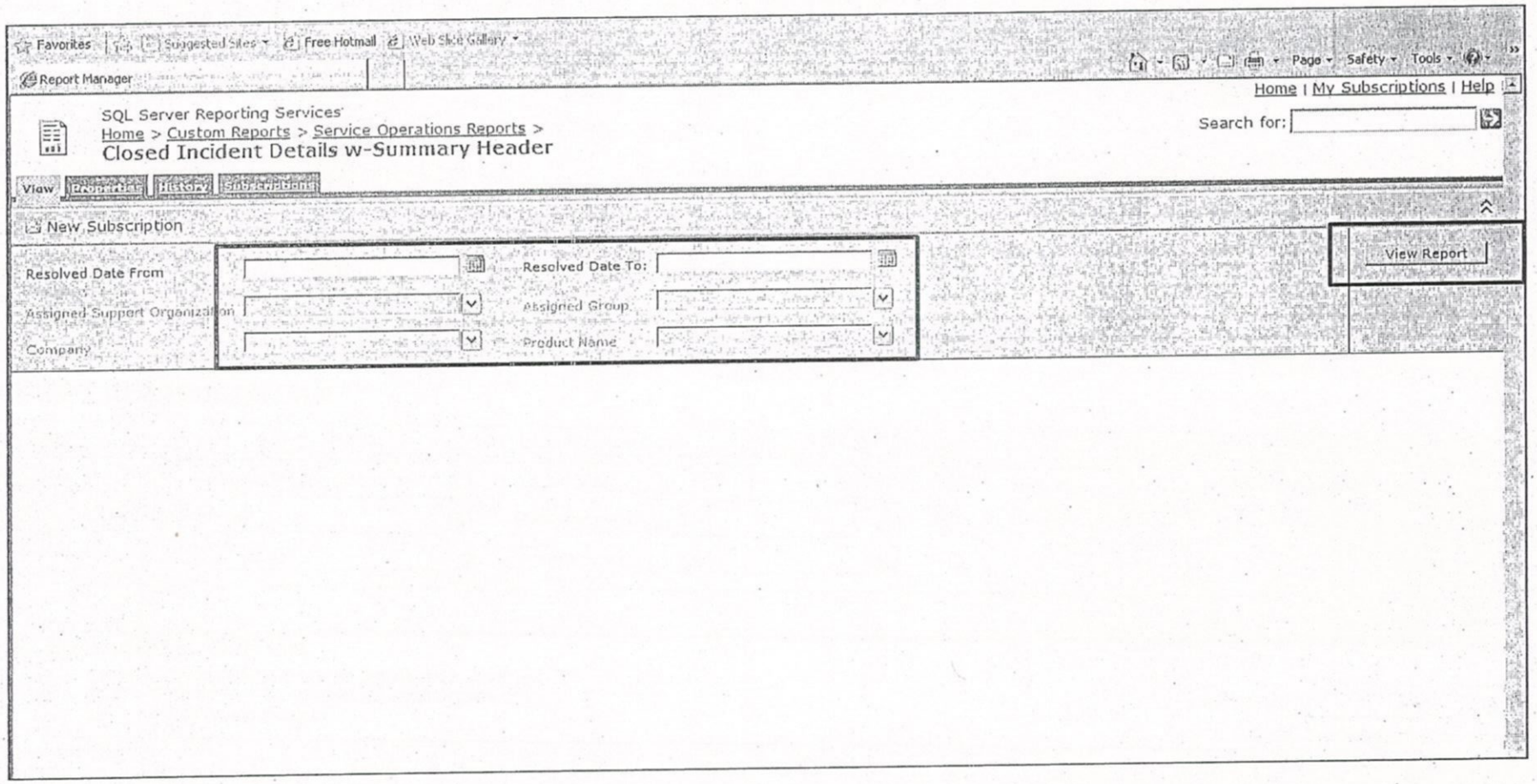
http://chsweb.chs.net/Pages/Default.aspx

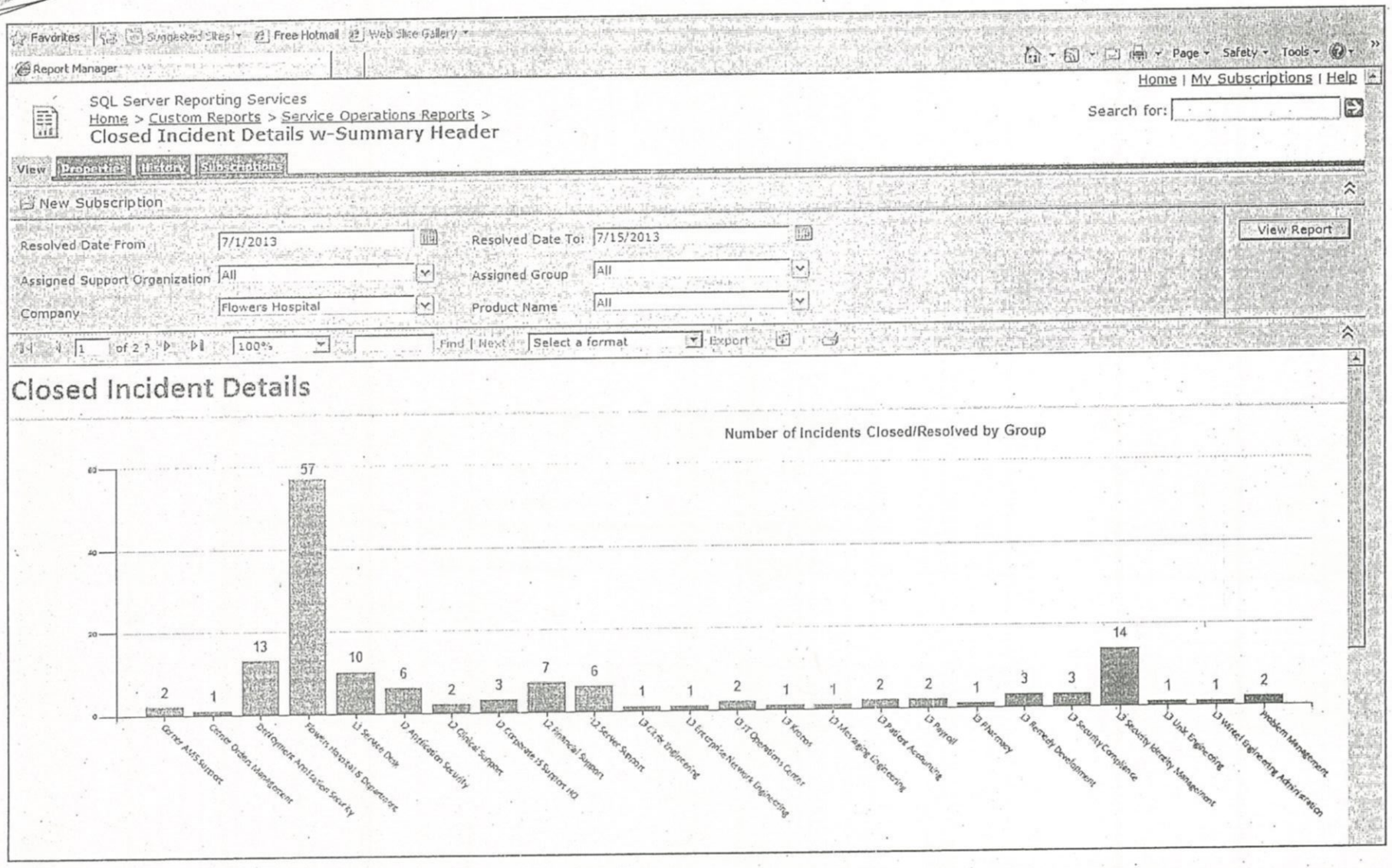
Reporting and Metrics

http://chsweb.chs.net/Pages/Default.aspx





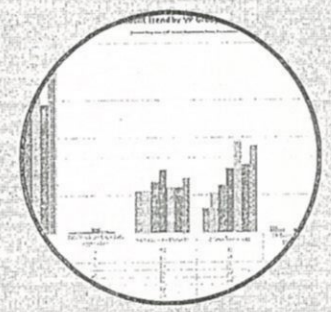




QA Team & Post Go Live

QA Team Post Go-Live Follow Up

Daily monitoring of facilities issues that are keyed in Remedy.



Weekly communication to address open issues

Monthly Touch-point conference calls to address all issues and concerns with the IS Director and C-level executives

Massillon, *Affinity Medical Center*
Project Activity Report

Date:	3/20/2013	Project Name:	Massillon / Affinity HMS/Cerner Conversion
Purpose:	Weekly Executive Project Schedules, Objectives, Action Items		
Attendees	Mary Dexter, Ronald Bierman, Bill Osterman, Pam Shanklin, Diane Hawkins, Sammy Cantrell, Dana Steffer, Michael Douzuk, Terry Fowler, Craig Burr, Jawad Shaikh, Steve Wilkins, Charles Spence, Jim Conley, Heather Rhoades, Deborah Rowan, Sheila Kellar, Liz Pruitt; Debbie Colangelo, Greg Krantz, Vickie Magurean, Marylee Newman, Karen McCreary, John Westbrook, Dave Ellsworth		

Schedule & Objectives

Week of 3/20/13

- Marylee Newman, PM – Remote
- Jim Conley, EL Cerner – Youngstown/Massillon
- Diane Hawkins, PD – Nashville

Objectives

- Project plan revisions for dates and tasks
- Continue monitoring AD migration and wireless cabling
- Continue review of integration test scripts and IT1 preparation
- Monitor 3rd party new data cabling and electrical implementation and PC deployment
- Continue integration 3rd party vendor POs and VPN requests
- Monitor completion of POB training room for 4/1 IT1 event

Action Items—Risks in red

Description:	Assigned To:	Due Date:	Item Comments:
1. House-wide electrical infrastructure	Craig Burr / Charles Spence/ David Ellsworth	5/22/13	**3/20**-Update: Terry Fowler suggests using a second set of WOWs for the OR until the electrical infrastructure is complete. John Westbrook to f/u. We may be able to borrow some WOWs from another facility. **Waiting for a corporate engineer to review the proposed OR dept electrical infrastructure upgrade.** **3/20**—Waiting for PO signoff from procurement for the rest of the hospital data drops and associated cabling.
2. Hardware infrastructure	Craig Burr/ Mary Dexter/John Westbrook	5/22/13	**3/20**-Reviewing present hardware and working with Dana Staffer and Julie House to determine any additional hardware needed. **3/20 Per John Westbrook assessment—no major obstacles.**
3. Local LCI contract for hardware deployment resources	Craig Burr / Mary Dexter	ASAP	**3/20**—LCI Contract has been submitted to procurement. **John W. will follow up with procurement regarding getting the contract to Sammy C. for signature today.**
4. Net-new HW	Craig Burr / Jeff Smith/John Westbrook	4/15/13	**3/20: Deploying 30 PC's in training room.** **3/20- Training rooms**- Training room for IT1 to be completed. Redid the image to have Cerner piece added to it. 3/20. PCs imaged and installed. **3/20-Need badge readers for SSO net-new PCs. John to f/u.** **3/19/13: Workstation refresh** – Have the 125 PC's that arrived with first shipment. *Second shipment not received yet or addendum hardware order.* **3/21—John Westbrook is f/u on second HW order.**
5. Wireless installation	Charles Spence/David Ellsworth	3/29/13	**3/19/13:** Hischer-Clark contract is in the procurement process. **3/20-** All hospital wireless should be completed by 3/22. Will then work on clinics/outpatient areas.

Massillon, *Affinity Medical Center*
Project Activity Report

6. Server REIP	Mary Dexter / Charles Spence	3/22/13	**3/12—REIP of servers:** *Re-IP of the Pyxis must occur in addition to each of the modalities for IT1.* **3/20** This is underway. *3/19: Waiting for static IP's from CHS and cannot move forward without this.* **3/20-Update: Received 5 Static IP addresses have been received but more addresses are needed.**
7. PACs MRN conversion requested for automation since manual process too time-consuming for local staff	Varna Kadambari/Debbie Colangelo	6/10/13	It has been learned that the vendor EvriChart may be able to prepare a file for CareStream to convert the MRN file for PACs thus eliminating the current manual merging by the radiology staff at Affinity. Meeting held today and CareStream is investigating necessary steps. **3/20/13:** Radiology will continue processing PACS manually while CareStream does analysis for MRN conversion. CareStream has a test environment which can be used for IT1. The contact name at CareStream needs to be forwarded to Sammy C. for follow up and procurement of a Senior Engineer who has experience with this. **3/21: Sammy has f/u with a senior director at CareStream. A quote and timeline for the work has been received and forwarded to Procurement by Varna K. Timeline is only a few weeks.**
8. Keane and Fusion historical data	Dustin Grant / Santiago Godinez	TBD	**From Dustin on 3/13:"** *I talked with Edna. She said that once we identify the frequency that the systems are used from the clinical side she will discuss with Lola Davis to see if there is still a need to do an AR conversion from Fusion to Keane. We were provided the information from the Business Office already."* **From Debbie C—Can we put this on hold until after the conversion when there is more time?** **Here is the current Affinity access status from Debbie C.** PFS: Cindy Wallick I still have access to the Keane system. I only use when requested for legacy accts. I only have used 1x for 2012 – today. HIM: Erica Miller and Lisa Mayes still have access. 1. Keane 2. Old information for ROI there is still some dictation and RAD reports we can print off and we also can see pt. types and other misc. demographics that did not cross over the last merger. Doctor's did not have a unit record so the pt. types are very important in record retrieval from EvriChart because in patient and out patient records are housed separately. 3. I have used it twice this week. It depends sometime I don't use it for a week or more. Radiology: Radiology access both Keane and Fusion We need to look up patients for x-ray numbers pre Star/PACS so old films can be pulled - mostly mammography Both system are used daily - fusion more than Keane Lab: Daily for Fusion because the pathology historical information is stored in the system. Daily for Keane for blood bank historical file HR: HR has access to Keane (Doctors) which has previous employment history for Doctor's Hospital Employees and we also have access to Fusion which has previous employment history for Massillon Community Hospital employees. This is all pre Affinity Medical Center history. I access about every two weeks dependent on the number of employment verifications I receive. I also have access to HMS and Host which has previous employment history. Let me know if you need anything else. **3/20**—From Sammy: Sammy will send a f/u email to Edna. **3/21**—Edna: *We have discussed this internally and Dustin and group are*

Massillon, *Affinity Medical Center*
Project Activity Report

			investigating the cost of converting this data to HMS versus leaving it on their current systems. The issue is that with RAC they can go back a number of years and if we don't convert the data we will need to make sure that these systems are kept on and up to date so that we can pull the data if we need it. What happened is that when they converted to Lutheran they did not convert the zero balances to Star, therefore this is our concern related to these accounts in these systems. I had discussed this with Lola and she wanted the zero balances converted to HMS for a certain number of years, however this is before we knew that we would have to outsource to a vendor to get these data extracts. ***Edna-"We will keep this on our radar to make a decision in the next couple of weeks."***
9. IT1—integration test scripts	Bill Osterman / Greg Krantz	4/1/13	**3/20**- We will probably need more than 1 room to accommodate all the participants. Received draft agenda today. Reviewed scripts, making modifications. Per Sammy C. as a result of Vicksburg Integrated testing 32 scripts had errors and is being shipped back along with finding build issues. This point going forward facility needs to work on scripts with unique services—they will be tested in IT2. IT1 with current scripts has no extra time for anything else. **3/20—Need list of testers who can be on-call. Marylee to F/U.**
10.			
11. Next meeting			4/3/2013
Timeline			

AMC HMS/Cerner Project key events and competing projects	Dates-week of	Notes
MPI/AR First data extract	3/4/13	**Completed**
Open House Script/IT Prep	3/12/13	**Completed**
Star Version 18 upgrade kick-off	3/18/13	**Completed**
MPI/AR First validation MPI-AR	3/18/13	**Completed**
Wireless turn-up/Validation	4/1/13 and 4/18/13	**REVISED DATES rep needs to arrive Sunday night 3/31 to prepare early Monday morning.**
Integration Testing 1	4/1/13	
CPDI system validation	4/8/13	**Marylee N. will follow up to determine what will be needed for CPDI system validation. Clarice Smith is the point person for this. Scanning order in Procurement**
Medication Barcode Scanning	4/8/13	Pharmacy only.
Local Workflow Sessions - Week 1	4/8/13	
Local Workflow Sessions - Week 2	4/15/13	
Local Workflow Sessions - Week 3	4/22/13	
Train the Trainer	5/6/13	
Integration Testing 2	5/6/13	
Emprint eForms / Zynx Modules	5/14/13	For print on demand forms for patient care and downtime. Reps will return at time of HMS/Cerner Go-Live to show users how to apply patient information to the forms
End User Training	5/13 - 6/10	
Pre go-live MPI/AR data extracts	5/13/13	
Star Version 18 upgrade conversion	**5/19/13**	
IDaM Resource - Roles and End to End Access Validation	5/23-5/24/13	**New event**

Massillon, *Affinity Medical Center*
Project Activity Report

Begin pre go live validation MPI-AR	5/27/13	
Stop Build HMS Copy	5/27/13	
Load MPI to HMS and PHS	6/5/13	
Begin Schedule Backload in HMS and Cerner	6/3/13	
Security blitz /Physician Favorites	6/10/13	
Begin Pre-Admits in HMS and Cerner	6/10/13	
HMS/CERNER Conversion	**6/22/13**	Followed by 2 weeks of 24/7 conversion support

Massillon, *Affinity Medical Center*
Project Activity Executive Report
7/31/2013

Date:	7/31/13
Purpose	REVIEW OF PROJECT ACTION PLAN AND UPDATES
Attendees	RON BIERMAN, BILL HANLON, BILL OSTERMAN, TERRY FOWLER, LIZ PRUITT, MARTY BONICK, STEVE WILKINS, DIANE HAWKINS, MARYLEE NEWMAN
	MethodM

Facility	Affinity Medical Center
Event/Category	(Multiple Items)

 # Open Issues: By Status

Row Labels	Count of Priority
Open-Assigned/Investigating	2
Open-Client Action	10
Pending - CR	35
ResID-Retest	1
Grand Total	**48**

Remedy:

Assigned Group	Open Incidents
Cerner AMS Support	52
Total Open Incidents	**52**

Description:	Item Comments: Meeting discussion is in blue.
1. HMS Registration/Cerner Integration challenges	a. Identify root cause for missing account numbers b. The next steps to address are documented CHS Corporate process, responsible staff, and appropriate education. c. Issue review meeting held on 7/30. Ongoing corporate review and fixing of issues. Weekly meetings scheduled. d. Optimization team has been doing a deep dive on the registration process and making progress. There will be a refresher class for the schedulers. e. Physician phone numbers and fax number: HMS updates not always appearing in Cerner—**Corporate investigating via Badar Shaikh.** f. SurgiNet and CathLab schedules not always appearing in Cerner-Corporate investigating via Badar Shaikh

Massillon, *Affinity Medical Center*
Project Activity Executive Report
7/31/2013

2. Emergency Department	• Completion of printed narcotic prescription design/build changes: COMPLETED • Auto-faxing of discharge summary—Cerner build issue. ECD 8/9/13 • **Affinity physicians in general want an onsite expert Cerner physician liaison to review workflows and other physician concerns.** This includes ED, surgery and internal medicine physicians. Some of these physicians also work at Altman—local competitor hospital which has Cerner.
3. Overall support model/issue resolution of MethodM and Remedy Tickets	• Requesting Corporate /AMS status on remaining Remedy tickets since many tickets which could be closed remain open. Update: This is still in progress. • Steve is investigating issues with overnight support and making sure correct phone numbers are being utilized. • Weekly meetings have been scheduled to review Remedy tickets.
4. 7X24 downtime process	• Review and finalize current downtime policy-Heidi Steiner (optimization team) and Bill Osterman (CNO) ECD 8/2/13 • Educate end users with regard to: process, identified PCs and use of PCs: local education team and Optimization team ECD 8/9/13 • **7X24 devices tested and there are no patients loading. Ticket logged. Cannot educate until it is working properly.** • Steve W. to investigate
5. Reports education	• The optimization team is working with Affinity leadership to educate Cerner's Explorer Menu and Discern Analytics report capabilities. ECD 8/9/13 **Josh Campbell from Cerner is onsite and reviewing Cerner's standard (canned) reports. ED and Lab have robust reports. Other departments requesting custom reports.** • **Is there a CHS process for this? Does anyone at CHS know how to build custom CCL reports?** • **Infection control isolation reports.** Update: *Will Rich from corporate has reached out to Nancy today and will assist her with training to print HMS reports.* • Bill O stated current Cerner standard reports are only good for ED and Surgery. This week's onsite Cerner report representative has not proved much value. Once Cerner's Insight is available in September other clinical areas should get more of the reports they need.
6. Clinical education – optimization team	• Transition of Care document-Optimization team ECD 8/9/13 • Clinical competencies checklist – Optimization team ECD 8/9/13 • Working with Heather Rhoades next week on transition plan. ECD 8/9/13
7. Onsite support- next steps	Steve W. has requested Affinity to identify final milestones and timeline necessary to release remaining Optimization team. **This**

Massillon, *Affinity Medical Center*
Project Activity Executive Report
7/31/2013

	timeline needs to be completed by 8/2/13. Some of the remaining issues revolve around Radiology, Surgery and nursing education.
8. Other	Affinity has requested these meeting to continue twice a week. **Next meeting scheduled for 8/5/13** ·

CareNet Weekly User Group February 4th, 2014 Recorded Meeting

Attendees: Matt Boro, Shari Chester, Kevin Bowling, Britt Cantrell, Lisa Holcomb, Rob Roberts, Bill O'Sterman, Brian Koehler, Tammy Anderson, Steven Held

Request Number	Date Submitted	Facility	Description	Facility Discussion and Decision	Comment
INC000001662604	2/3/2014	River Region-Kennette	Add RadNet access to the Vascular Nurse Position Cardiology nurse originally in a SurgiNet position could not chart tasks for holter and ekg she was changed to the Vascular Nurse position which allowed charting the tasks but she lost the lost RadNet access to do the other departmental functions. Request that RadNet worklist and other RadNet _task access be set for the Vascular Nurse position	No objections	
	2/4/2014	Corp	BH Admission PowerFrom- Splitting part 1 and 2. Part 2 will go overdue within 8 hours. Part 1 same as acute and adding sucicde assessment.	No objections	
INC000001682700	2/4/2014	Corp	Adding Valuables section to Tech Documentation PowerForm -Approved by Cheryl-Waukegan request but a global change.	No objections	
INC000001671005	1/29/2014	River Region-Kennette	ECG Tech Postion also does EEG and does not have a way to chart and charge for these tasks. This position needs to have ability to view and document against the EEG tasks.	No objections	
Updates					

SC Exhibit 425

186545	1/17/2014	Northside-Steven	Regulatory Compliance- there is a time limit, and when the pt is holding in ED past that limit, we fall out because FirstNet doesn't have that capability Please make the adult and ped admission forms Part 1 and Part 2 available in FirstNet.	Approved. Stephanie to follow up with Michele Reynolds to understand compliance with an ED nurse filling out the Inpatient Admission Assessment. The ED RN positions would need access to these forms but would not have authorization to submit an enhancement request to modify the form for their ED workflow. 2-4-2014 Wanted to understand workflow and the decisions.	Emailed Michele Reynolds 1-22 1-27-Demoing the inpatient admission to Michele Reynolds. 1-28 Taking discussion to the CNO council this Friday for the final decision. Would involve new build and workflow changes for both areas. 2-3 Waiting for Michele Reynolds to confirm workflow for ED.Pending meeting. Tasking on inpatient side will be impacted and a defined workflow and policy will need to drive clinicians. 2-10 Options identified. FirstNet and CareNet BP's taking ot CNO council for approval.
Workflow VTE Admission INC000001682250			Ref. text modification-check with orders team for VTE plans/orders	Stephanie to check with CPOE team to confirm these are built in the system.	2-3 Business partners provided verbiage. Stephanie submitted a ticket
Lab issues			Want a continuous order for am labs without changing the physicians current workflow	Discussion to be deferred to the PathNet space	

CareNet Weekly User Group April 8th, 2014 Recorded Meeting

Guildner, Stephanie Lynn, Bryan, Bonnie Hackney, Matt Boyd, Starr Sinclair, Lisa Holcomb, Mark Hutchison, Cheryl Schroeder, Samantha Bickett, Kathy Dumalski, Rose Stephens, Bill Osterman, Jennifer Moose, Brian Koehler, Kenneth Wall, Melba Anderson, Jim Zais, Tabitha

Request Number	Date Submitted	Facility	Description	Facility Discussion and Decision	Comment
214359 INC000001816457	3/27/2014	Flowers-Samantha	In the Ad Hoc Expiration Record in the Organ Donation band there is no place to document who you spoke with at the Alabam Organ Center, also need a spot to open up when you select "not a candidate" to document this. If you were to combine the organ donation and the organ donation form this would solve this issue with the conditional logic of "not a candidate" opening up a place to document who you spoke with at AOC. Also in the dispostition band there needs to be a spot in which the nurse can document who from the funeral home picked up the body.	Approved. Organ donation section-Not a candidate for donation alpha. Need this field to also open date and time and organ bank representative fields. This is required documentation for Flowers regardless if they are a candidate or not. Would like to merge the Organ Donation and Organ Donor Forms. Dispostion- add a free text field to document the staff who transported the body.	Sent to AMS
214361 INC000001807716	3/27/2014	Flowers-Samantha	Add a vital signs band to the nursing discharge summary on depart for documentation on d/c vital sign. Addition of a vital signs band in the nursing discharge summary will ensure the last set of vital signs for discharge are documented on the patient chart. This is also required for patient discharge.	Approved.	Approved-Cheryl Ticket approved-Sent to AMS 4-7-2014
215693 INC000001807718	3/31/2014	Flowers-Samantha	Need to tie a task to the order for Patient Education. "When an order is placed for education it does not task the nurse to accomplish. If the nurse does not review the order or it is missed then it is missed altogether. In PowerChart if we were to task the education order to the care compass and tasks then it would be less likely to be missed. " Stroke	Approved.	CNO council-Approved 4-4-2014 Ticket approved-Sent to AMS 4-7-2014

216754 INC000001814025	4/1/2014	Coatesville-Kenneth	Coatesville Laboratory does PA required paperwork in event of patient death. The lab needs a communication order from Nursing to notify them of death on unit. Compliance issue to make sure PA required paper work is completed	Approved for Coatesville. No other site interested in this req routing option or order.	Requires a new order. Will need to work with lab to obtain approval. Reache out to Jim for his approval 4-10-2014.
217335 INC000001812168	4/2/2014	Cleveland	Need to add a notification box to state that notification to family and/or physician of the patient's admission to the hospital was made, attempted or refused. This needs to be in the Adult Info and Hist Part 2. THis is a CMS regulation.	Approved by CNO meeting. 4-7-2014	Approved by CNO meeting. 4-7-2014. Requiring these fields as well. Michelle Miller building
217340 INC000001814023	4/2/2014	Cleveland	The dietician needs the diagnosis to determine when to see the patient and how to prioritize those that she will see.	Approved	Assigned to Kevin.
217348 INC000001812167	4/2/2014	Cleveland	When documenting medication administration of hydrocodone, there is no box within the eMar to document the pain scale Requesting that the pain scale be added to hydrocodone.	Approved	Prod Date April 17th. Michelle Miller building-
217351 INC000001812166	4/2/2014	Cleveland	Need to add power injectable port, power injectable PICC, and power injectable over the wire.	Approved	Moving to Prod April 10th Michelle Miller building
217384-Rejected	4/2/2014	Tomball-Lucki	Remove the task for the certified diabetes educator Our dietitians do not do tasks for a certified diabetes educator. The tasks are cluttering up their task list.	Needed for other facilities.	Pending follow up from Lucki to understand impact. No other sites voicing a concern with this task.
217393 INC000001812165	4/2/2014	Cleveland	Need IV pole icon on all patient types to be able to document IV start and stop times. This information is necessary for SkyRidge to avoid losing IV infusion charges on Outpatient, Recurring Outpatient, ED Outpatient and Observation patients. Inpatients need to be included only to have the IV pole icon so that documentation will be consistent. Inpatients will not be charges for IV infusion hours. This continues their current documentation process.	Approved	Moving to Prod April 10th Michelle Miller
218053 INC000001811163	4/3/2014	Tomball-Lucki	When pharmacists are cancelling a medicine, they want to put in the reason and the choices that are there do not always fit.	Approved The comment DTA is dithered.	Sent to AMS

INC000001807122	4/7/2014	Flowers-Samantha	In the Edema and Pulses section for extremities they would like to have a dropdown selection in each of Type of Pulse and/or edema x2, x3, x4	Approved with Clarification- will add lateralities. Not x2,x3, x4. Pulses use +1,+2 etc which already exist.	Sent to AMS
INC000001809338	3/20/2014	Flowers-Samantha	New TPA inclusion/exclusion Assessment PF	Approved by FirstNet, SurgiNet and CareNet buisiness partners. JIT will be sent out ahead of Production	New Cerner standard. FirstNet Tentative Prod date April 17th.
Other Discussion					
	3/1/2014	Flowers-Samantha	Quality Measure Checklist	Checklist tool in IView to assist the nurse with the measure items to address.	Moving to Prod April 10th
Report Update					
Will demo the next set of CareNet Reports on the next call.					

From: Boyle, Angela [angie_boyle@chs.net]
Sent: Thursday, August 20, 2015 10:14 AM
To: Vanessa Sylvester; Michelle Mahon
Subject: Quorum Health Corporation
Attachments: Press Release.pdf

Vanessa,

Attached is a copy of the release issued by Community Health Systems, Inc. on August 3rd, announcing the creation of Quorum Health Corporation, a publicly traded, diversified portfolio of thirty-eight hospitals presently associated with Community Health Systems, including DHSC, LLC dba Affinity Medical Center.

We have not, as yet, received any inquiry from your organization about this impending development.

Please feel free to contact us at your earliest convenience in the event you wish to discuss this event in a timely fashion.

Angie Boyle, SPHR | Vice President, Human Resources
Affinity Medical Center | 875 8th St NE | Massillon, OH 44646
Tel: 330.837.6860 | Cell: 330.413.5905 | Fax: 330.830.6927 | http://www.affinitymedicalcenter.com

GC Exhibit 426

CHS Community Health Systems

August 3, 2015

A Message from Wayne T. Smith, Chairman and Chief Executive Officer

Community Health Systems, Inc. is announcing a major, strategic initiative today and I want you to hear directly from me why this is a very positive development for our entire organization. We plan to create a new publicly traded hospital company by spinning off a dynamic, high-quality group of 38 affiliated hospitals. Quorum Health Resources, LLC, which provides management and consulting services to 150 client hospitals, also will become part of the new corporation. The company will be named Quorum Health Corporation to leverage the existing strength of the Quorum brand and will be headquartered in Middle Tennessee.

Quorum Health Corporation will be comprised of hospitals that primarily operate in cities and counties with populations of up to 50,000 people. We know a lot about operating in markets like this. We understand how important these hospitals are to the well-being of their communities and how much residents rely on them for quality care, close to home. We believe these hospitals have opportunities and challenges that are distinctly different from other hospitals elsewhere in our system, especially in larger, more competitive markets.

Realigning our diverse portfolio into two strong companies will allow both organizations to respond to market dynamics with greater agility. Each company will be positioned to pursue its unique path to growth and will capably support its hospitals with defined operating strategies, access to capital and other essential resources.

Quorum Health Resources, LLC will be part of the new company because of its long and successful history of partnering with hospitals in markets similar to those in the spin-off. While this arm of the company will continue to provide expert management and consulting services to non-affiliated hospitals, we see great potential for sharing best practices and resources across the new organization, for the benefit of all of the physicians, employees, patients and communities that will be served by the new company.

This transaction will also enable Community Health Systems to direct the power of its energy and resources to the hospitals and healthcare providers that will remain with the company, so that we can accelerate growth strategies and strengthen our regional healthcare networks. After the spin-off is completed, we will continue to be one of the largest hospital operators in the nation, benefiting from the advantage of our size, with 160 affiliated hospitals in 22 states.

The spin-off will take several months to complete. We expect to finalize the transaction in the first quarter of 2016. We will communicate transition plans to hospital and company leaders in the weeks ahead, but you should not expect to see immediate changes in your daily operations. It is business as usual. Stay focused on the care of patients; they count on you in their time of need. Diligently apply our company's strategies to achieve operational excellence. Physician recruitment, capital investments and other resources will continue, uninterrupted. The success of this initiative requires that we emerge with two strong companies that are operating at the high level that is our standard, ready to embrace the opportunities ahead.

Times have changed since our company was formed thirty years ago. As we've grown exponentially in size, the marketplace, regulation, and economic realities have too. We must continue to adapt to these new circumstances and boldly seize opportunities that best provide for the well-being of our patients – in every location, without exception.

Our growth has been good. Now, progress takes a new form. Our future is brighter as two able, accomplished and respected companies. Thank you for helping to create our organization's lasting success – and for what you will do to keep it going into the future.

From: Vanessa Sylvester
Sent: Friday, November 06, 2015 6:26 AM
To: 'doncarmody'; Janice P. Ellis
Cc: 'Kristi_Abundis@chs.net'; 'Boyle, Angela'; Michelle Miller; Michelle Mahon; James Moy; Teresa Mack
Subject: FW: RFI Quoum Health Corporationmich

Mr. Carmody,

During our bargaining session yesterday (11-5-2015) I inquired as to when the employer excepts to respond to the Union's request for information regarding Quorum Health Corporation and the union's demand to meet and negotiate over related mandatory subjects of bargaining. You had said that the employer would have the response shortly. The initial request was made on 9-29-2015. Please respond no later than 11-10-2015. I've forwarded the correspondence.

From: Vanessa Sylvester
Sent: Friday, October 30, 2015 8:37 AM
To: doncarmody@bellsouth.net; Janice P. Ellis
Cc: 'Kristi_Abundis@chs.net'; 'Boyle, Angela'; Michelle Miller; Michelle Mahon; James Moy; Teresa Mack
Subject: RFI Quoum Health Corporation

Mr. Carmody,

As you know, the Union has been attempting to obtain information regarding CHS' plan to spin off 38 hospitals—including WCH, BCH, and AMC—into a new venture by the name of Quorum Health Corporation. To date, you have refused to respond to those information requests and have failed to bargain in good faith about this matter. With this message, the Union hereby reiterates its requests for relevant information (please see the forwarded original RFI on these subjects.) Additionally, once we've received the requested information, the Union would like to arrange to meet with representatives of CHS, the affected hospitals, Quorum Health Corp., and the person(s) most knowledgeable about the proposed transaction to discuss the planned spinoff and negotiate over related mandatory subjects of bargaining. We are available to meet in Canton, OH on November 18 or December 11. If you have any questions, I am available by phone. Kindly respond to this message by Tuesday, November 3, 2015.

Thank you,

Vanessa Sylvester

From: Vanessa Sylvester
Sent: Wednesday, October 21, 2015 5:46 PM
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Mr. Carmody,

Around September 29, 2015, the Human Resource Directors from WCH, BCH, and AMC responded by email with identical text to an information request that I had sent to you and Jan on September 21, 2015. They stated that they were "unclear as to the entity from which you are requesting information." I am not sure what the confusion is that you have directed them to describe. BCH, WCH and AMC are CHS facilities, and CHS intends to make these facilities part of QHC in early 2016. The Employer (CHS) has access to the requested

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information and must provide it. CHS's confusion over its own identity is not an excuse to deny the Union information that is relevant to bargaining. I have forward the September 21, 2015 request for your convenience. Please let me know when we can expect the requested documents.

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On August 3 2015, CHS issued a press release stating that it intends to create a new, publically traded entity called Quorum Health Corporation (QHC). The new entity will include Quorum Health Resources and 38 hospitals including Affinity Medical Center, Barstow Community Hospital, and Watsonville Community Hospital where the RNs are represented by CNA/NNOC. On August 20, 2015, CHS notified the union of this development in written correspondence. On September 4, 2015, CHS and QHC issued an SEC Form 10 Information Statement elaborating on the proposed spin-off.

On the basis of these communications, CNA/NNOC has reason to believe that CHS' proposed spinoff of QHC will impact our bargaining unit members' working conditions. Additionally, the Union has reason to suspect that QHC and CHS will function as a single-employer and/or joint-employer of bargaining unit nurses. Therefore, in order to understand the nature of the proposed spin-off, and in order to carry out our representational duties, the Union requests the following information:

1. The address or addresses of QHC.
2. The list of the current or proposed Board of Directors or Trustees.
3. The name and contact information of the CEO, Director of HR, Director of Labor Relations.
4. An organization chart showing the directors, officers, and key employees of QHC.
5. Copies of all proposed QHC work rules, employment manuals, office manuals, policy manuals, codes of behavior, codes of ethics, and/or statements of policy (e.g., sexual harassment policy, computer use policy) which presently apply or will apply to the bargaining unit members at QHC hospitals.
6. A list of all persons with the authority to review, modify, or rescind the policies listed above, along with their job titles and office address(es).
7. The current and/or proposed staffing plans for QHC operated facilities.
8. A list of all persons with the authority to review, modify, or rescind the staffing plans listed above, along with their job titles and office address(es).
9. A complete description of the following plans and benefits for nurses at those facilities that CHS intends to transfer to the newly formed QHC: health and dental benefits, short and long term disability, and life insurance.
10. A complete description of retirement benefits for nurses at those facilities that CHS intends to transfer to the newly formed QHC.
11. A copy of any agreements for administrative services, including those relating to the administration of payroll and benefits, between QHC and CHS, including their respective parent organizations, subsidiaries, and/or affiliates.

12. A copy of any contracts, leases, guarantees, licensing agreements or other written agreements between QHC and CHS (including their respective parent organizations, subsidiaries, and/or affiliates), including without limitation, a copy of the Separation and Distribution Agreement between CHS and QHC , as well as the Tax Matters Agreement, the Employee Matters Agreement, the Transition Services Agreements and the other ancillary agreements referred to in CHS/QHC's September 4, 2015 SEC Form 10 Information Statement.

13. Any documents describing, concerning or memorializing any proposed transfers of assets or funds between QHC and CHS, including their respective parent organizations, subsidiaries, and/or affiliates, including but not limited to any loans or payments.

14. Any documents showing costs incurred or that will be incurred by CHS, including its parent organizations, subsidiaries, and/or affiliates, that are or will be attributable to QHC, its parent organizations, subsidiaries, and/or affiliates.

15. A list by name, title and department, of any in-house counsel, in-house financial or accounting personnel, in-house human resources personnel or in-house communications or publicity personnel for CHS, including its parent organizations, subsidiaries, and/or affiliates, who have performed or will perform services for QHC, its parent organizations, subsidiaries, and/or affiliates.

16. Any documents memorializing, setting forth or addressing the type or quantity of services rendered to QHC by any of the persons referred to in Requests 15 above.

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19. A list of any and all banks or other financial institutions at which both CHS and QHC, including their respective parent organizations, subsidiaries, and/or affiliates, have or will have accounts.

20. A list of any and all accounting firms, advertising firms, law firms, public relations firms, actuarial firms, consultants, banks, financial institutions, and vendors that have provided or will provide services or goods to both CHS and QHC, including their respective parent organizations, subsidiaries, and/or affiliates.

21. A list of all CHS hospitals that will be part of the proposed QHC spinoff, as well as a list of their directors, officers, and key employees.

There may be additional items the Union will find necessary. Please contact me if you have any questions.

Vanessa Sylvester
Maine Collective Bargaining Coordinator
Maine State Nurses Associaiton/National Nurses United
vsylvester@nnoc.net
207-441-6762

National Nurses United
www.NationalNursesUnited.org
@NationalNurses

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There may be additional items the Union will find necessary. Please contact me if you have any questions.

Vanessa Sylvester
Maine Collective Bargaining Coordinator
Maine State Nurses Associaiton/National Nurses United
vsylvester@nnoc.net
207-441-6762

National Nurses United
www.NationalNursesUnited.org
@NationalNurses

EXHIBIT NOT SUBMITTED

GENERAL COUNSEL 's Exhibit No. 429

Case Name DHSC (☑) Identified

Docket No. 08-CA-117890 (☐) Received

Date 3-07-17 (☐) Rejected

This exhibit is not being submitted with this case because it was:

(☑) Identified, but not offered in evidence;

(☐) Identified, received, but withdrawn from evidence;

(☐) No duplicate was furnished to the Reporter;

(☐) Withdrawn by _____ in order to make duplicate(s);

(☐) Retained in the possession of _____

_____

(☐) Other _____

_____

_____

_____

Signature of Presiding Official

DHSC, LLC d/b/a AFFINITY MEDICAL CENTER
Case 08-CA-111260

Confidential Witness Affidavit

I, Maureen Piersol , being first duly sworn upon my oath, state as follows:

I have been given assurances by an agent of the National Labor Relations Board (NLRB) that this Confidential Witness Affidavit will be considered a confidential law enforcement record by the NLRB and will not be disclosed unless it becomes necessary to produce this Confidential Witness Affidavit in connection with a formal proceeding.

I reside at

My home telephone number (including area code) is:

My cell phone number (including area code) is: 330-832-8761 ext. 1266

My e-mail address is:

I am employed by Affinity Medical Center

located at 875 8th Street N.E., Massillon, Ohio 44646

I began my employment with Affinity Medical Center in 1994. At that time, the hospital was called Doctor's Hospital of Stark County. I am a registered nurse. I am the nursing supervisor for the clinical areas in the hospital. I am assigned to the "house" and am the house supervisor in charge, ~~and considered the supervisor of the nurses on the shift~~. I am involved in bed placement (assigning patients that are coming to the hospital a bed), staffing of units on the off hours (staffing of employees that care for patient including nurses); I also supervise nurses during the off hours (when the director of the unit or manager is not present- that is considered "off hours") I supervise all employees in the hospital including registered nurses, licensed practical nurses, nurses assistants, technicians, any employee that is "clocked in."

CC EX 429

Privacy Act Statement

The NLRB is asking you for the information on this form on the authority of the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the NLRB in processing representation and/or unfair labor practice cases and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). Additional information about these uses is available at the NLRB website, www.nlrb.gov. Providing this information to the NLRB is voluntary. However, if you do not provide the information, the NLRB may refuse to continue processing an unfair labor practice or representation case, or may issue you a subpoena and seek enforcement of the subpoena in federal court.

Initials MP

I am familiar with Michelle Custer. ~~Custer~~ She is a registered nurse. Sometime in August of 2013, I was at a meeting along with Beth Varner. At that time Beth Varner was the house supervisor and I was the Director of Medical Surgical Unit. Beth Varner told me that Michelle Custer had just called down inappropriately to administration – and that ~~Custer~~ Michelle spoke with Pamela Hughes, assistant to the Chief Executive Officer, and screamed at Pamela Hughes over the phone regarding her (Michelle's) situation up on the floor. I told Beth that I was going to go up to the floor to talk with Michelle privately in order to help her focus on her work because she was out of control. That was the extent of my conversation with Beth.

At that point, I went up to the floor (2200) and I saw Michelle in the med room which is enclosed and I entered the room and I asked Michelle what was going on, what was the problem. Michelle replied that we don't have enough staff. I stated that this was the first I am hearing anything about this issue. I told Michelle that she needed to calm herself down in order to focus on her job and that she needed follow the Chain of Command which would have been to come to me as the Director with her problem (of Med/Surg). By Chain of Command, I am referring to a policy that the hospital has in place that states that when an employee has an issue what person in the level or Chain of Command ~~what~~ that person ~~they~~ should speak to. I do not know if Michelle was aware of the written Chain of Command policy prior to our conversation, but I do know that Michelle + all nurses knew to come to me I then told Michelle that screaming at Pam Hughes, the assistant to the CEO, was not appropriate behavior for an employee and that Pam Hughes was very disturbed by her call. Michelle told me that she did not have lunch and I told her that Beth and I were working on getting staffing and that we would send food from the cafeteria up for the employees. Michelle appeared to have calmed down. I stayed on the unit for an hour plus and helped out by answering call lights, phones and offered to help the nurses including Michelle.

Initials: MD

During the course of the week, I filled out a form indicating that I verbally counseled Michelle Custer about the incident with Pam Hughes. A verbal counseling is not considered a punitive measure it's more of an informative measure. It is a way for you counsel an employee about a policy or procedure behavior. This form is marked as E-29. I dated this form 8/22/2013 and this date reflects that date that I met with Michelle Custer and Kylee Drake, Human Resource generalist, to present this form to Michelle. I cannot recall if I called Michelle Custer down to HR or if I asked the secretary to ask Michelle to come to HR.

Michelle came to Kylee's office and I repeated to Michelle what I had said in the med room about a week ago regarding the issues of Community Cares (policy that deals with how we treat one another as colleagues and how we treat patients and visitors), and also about the issue of Chain of Command, that she needed to follow the Chain of Command that she needed to talk with me and if I was not there that she should speak with the House Supervisor or the Nursing Coordinator. Michelle violated the Chain of Command by not first coming to the Charge Nurse and then if there was no success, she should have contacted me or Beth Varner since we are on the same level, then she could go to the CNO Bill Osterman. Anita Benjamin is Bill Osterman's assistant. Both Pam Hughes and Anita answer the phone. I do know that Michelle asked to speak with Bill Osterman when Pamela Hughes answered the phone. I cannot recall who the Charge Nurse was that day. I do not know if Michelle contacted the Charge Nurse before she contacted Pam to speak with Bill Osterman. I knew that the Chain of Command was violated because I was not contacted by Michelle prior to her calling Pam. Also, on the day of the incident, Beth told me that Pam Hughes called down something about staffing and Beth told me that she did not know what the problem was. Beth said Michelle was out of control and angry and screamed at Pam Hughes and this is when I said that I was going to go up there. This is how

Initials: MP

I know that Michelle had not contacted Beth Varner prior to contacting Pam Hughes. Nursing Coordinator and Nursing Supervisor are all synonyms for Beth Varner's position. (Patient Care Assistant)

On the verbal counseling form, I wrote that on 8/17/13, the PCA reported "She (Michelle) didn't bother to learn my name. She called me Aide instead of my name. She wouldn't help me with any of her patients" I wrote this on the verbal counseling form because it was part of the Community Cares violation of the policy. The Aide, Chikia Brunner, informed me how hurt she was and upset that Michelle wouldn't even bother to learn her name and kept calling her Aide for 12 hours and "ordered her around" to do things and treated her like a slave." I believe I had this conversation with Chikia sometime before 8/22/13 but after 8/17/13. I do not know the exact date. When I met with Michelle to give her this form, I counseled Michelle about the incident with Chikia as well. Michelle stated that she could not remember her name (referring to ~~the Aid~~ Chikia). I asked Michelle to sign the verbal counseling form and Michelle stated that she was not going to sign it. I gave a copy of it to Michelle. Michelle also received a pamphlet regarding EAP. I do not recall if Michelle brought up or mentioned the Union in this meeting. I did not mention the Union in this meeting. Kylee attended this meeting. I do not recall if Kylee mentioned the Union in this meeting. . Michelle never handed me or tried to give me an ADO form ever. I am familiar with what an ADO form is. I recall that I did receive one ADO form in my mailbox but I cannot recall if it was before this incident with Michelle. The ADO form was about night staffing in 2200. I recall that this ADO form had several signatures on it that appeared to all be in the same handwriting. I don't recall if Michelle's name was on it but I do recall that the ADO concerned night shift staffing (7 p to 7 a) and Michelle works 7 a to 7 p. I have only received one ADO form and that was the one in that was left in my mailbox.

Initials: MP

I am being provided a copy of this Confidential Witness Affidavit for my review. I understand that this affidavit is a confidential law enforcement record and should not be shown to any person other than my attorney or other person representing me in this proceeding.

I have read this Confidential Witness Affidavit consisting of 5 pages, including this page, I fully understand it, and I state under penalty of perjury that it is true and correct. However, if after reviewing this affidavit again, I remember anything else that is important or I wish to make any changes, I will immediately notify the Board agent.

Date: May 29, 2014 Signature: Maureen Piersol
Maureen Piersol

Signed and sworn to before me on 5-29-14 at
Cleveland, Ohio

SHARLEE CENDROSKY
Board Agent
National Labor Relations Board

Initials: _____

- Nov 5 2015 - / mgt

V- Vanessa- typed Notes refer to;

except for
walkout -

about 10:40

Returned

Reiterated Ask-for Information request regarding document 3 again letting them know they have a choice quickly give us another comprehensive proposal =

also give received return + more of work proposals

Caucus

D- Compared today w/ last proposal - hardly provided us- not = Why need to Change =

- Stood on our last & non-substantive about Net =

- Weekend work -

A

GC Ex 430

1

185

Weekend work = DNO request

- Essence w/ PT (only 1 of any scheduled in every third weekend

- ~~A — have option~~

- down of weekend coverage - enable us to schedule more effectively =

= (Starting on last proposal) only about weekend work

D - would not so many proposals =

A - even other hospitals =>

= our proposal would not make us schedule where we need to schedule NN every other weekend =

= hurt recruitment + retention =

(= DON

= Not changing one word = of OCT to the Package Proposal

NS Proposal =

- Not moving off of package Proposal

ONE-WORD!

GC Ex

Care

Bargain update

- CHS/Quorum Corp has Given our Team a Comprehensive proposal ~~that~~ While There are some benefits + protection included as a whole, it is still unacceptable; ~~a~~ Proposal includes:

issues Need addressed

1.) NO ~~Input~~ Safe Staffing or ~~RN~~ Input Professional practice, Patient Safety

2.) No grievance procedure w/ binding arbitrat. – we need a fair set of Rules that RNs ~~will be held~~ that the Hospital must follow

3.) ~~Language that~~ Ridiculous + insulting language that takes away all of our contract + Legal Rights. Unacceptable

4.) No Improvement in Use – Still keeping Mental nurse – will not help us Recruit + Retain.

5.) ~~Protect~~ Current levels of HI, PTO, Holiday

3 of 5

Finished
mock Comparison Flyer

- Next time:
  Courtesy Service/ATO
  Career - technology
  Go from test prep to admission

5 of 5 [redacted]

From: Vanessa Sylvester
Sent: Monday, November 23, 2015 3:51 PM
To: 'doncarmody'
Cc: Janice P. Ellis
Subject: FW: RFI Quoum Health Corporationmich

Mr. Carmody,

Your email establishes that you have purposely evaded the Union's requests for information and demand to bargain. Anyone approaching these matters in good faith would have long ago furnished the requested information and submitted to the collective bargaining process. You, on the other hand, are dedicated to delay and causing confusion. That is, rather than respond, you would prefer to continue playing the CHS corporate shell game. We don't have time for such nonsense. If you intend to make a substantive response on behalf of the CHS Hospitals you represent, you should do so immediately.

From: doncarmody [mailto:doncarmody@bellsouth.net]
Sent: Thursday, November 12, 2015 11:14 PM
To: Vanessa Sylvester
Cc: Janice P. Ellis
Subject: Re: RFI Quoum Health Corporationmich

On September 21, 2015, you forwarded an E-Mail to Jan Ellis and me with the subject matter entitled "RFI Quorum Health Corporation", which was referred to DHSC, LLC d/b/a Affinity Medical Center, Hospital of Barstow, Inc. d/b/a/ Barstow Community Hospital, and Watsonville Hospital Corporation d/b/a Watsonville Community Hospital, respectively, for a response, those being the only legal entities addressed with which your organization has collective bargaining relationships (the "Hospitals").

Thereafter, Human Resources replied on behalf of each Hospital, asking you to clarify what legal entity or entities you were seeking information from relative to the announced Quorum transaction.

On October 21, 2015, you communicated, again by E-Mail to Jan Ellis and me, and broadly asserted that "CHS" is "The Employer" with the obligation to provide your requested information.

Then, on October 30, 2015, you communicated by E-Mail to Jan Ellis and me, again, incorporating your two prior requests by reference, and asking for a meeting with " . . . representatives of CHS, the affected hospitals, Quorum Health Corp. and the person(s) most knowledgeable about the proposed transaction . . ."

Now, your most recent E-Mail to Jan Ellis and me of November 6, 2015, to which this is a reply, makes a vague reference to "the employer" (Parenthetically, although you also attempt to attribute to me some reference to "the employer", what I merely told you, without any specific identification of any particular entity, was that it was my understanding that a response was underway).

At this point, you must advise whether you are asking that the Hospitals provide you with the information being sought concerning the Quorum transaction, in order that the Hospitals can provide you with an informed response in such circumstances.

GC Ex 431

From: Vanessa Sylvester
Sent: Monday, January 04, 2016 7:12 AM
To: 'doncarmody'
Cc: Janice P. Ellis; James Moy; Teresa Mack; Michelle Mahon
Subject: FW: Watsonville Community Hospital: C.N.A. / Request for Information Re Quorum Health Corporation / Your E-Mail of December 16, 2015

Mr. Carmody,

The Union expects the employer to provide the items requested in the September 21 request for information regarding the spinoff of Quorum Health Corporation. This information is critical to enable meaningful collective bargaining at Barstow Community Hospital as well as all the other facilities, Affinity and Watsonville. The Union also expects you to make a representative available who has the knowledge to answer any questions about the proposed transaction, as well as the authority to bargain over related mandatory subjects of bargaining.

The Employer cannot credibly claim it was confused by the Union's clear and repeated demands for information regarding the proposed spin off of Affinity, Barstow, and Watsonville into QHC. The Union responded to the August 20, 2015 announcement of the "impending" spinoff with a September 21, 2015 information request directed to you, the chief negotiator for all the hospitals as well as counsel for CHSI, and copying the local HR Department for each facility. You are well aware that CNA/NNOC views the affiliated hospitals and CHSI and/or CHSPSC as a single and/or joint employer and that the new entity is being created by CHSI. Your purported inability to determine the entity from which the Union is seeking information appears to be a thinly veiled attempt to get the Union to disavow the single/joint employer relationship between the affiliates and CHSI. Indeed, you have not claimed that the affected hospitals do not possess the requested information, nor can you contend that they do not have a duty to furnish the information—because you know that the parties you claim to represent have access to this information and an obligation to furnish it, given the circumstances of the proposed spinoff. Your persistent violation of your duties has had no other effect, and no other purpose, than to frustrate the possibility for any meaningful bargaining on the subject of the proposed QHC spinoff. As I have stated more than once in the past—you have a duty to produce any and all information responsive to the requests.

Your December 22 "response" on behalf of Watsonville was woefully inadequate. As you are well aware, an employer cannot satisfy its duty to furnish relevant information by pointing the Union to publicly available sources months after the request was made. We expect you to respond to each item of the September 21 request, on behalf of Barstow, Watsonville, and Affinity.

In the meantime, until you comply with your duty to bargain in good faith, no entity should alter any of the nurses' existing terms and conditions at any of the affected hospitals. In other words, to the extent you (on behalf of any of the entities you purport to represent) believe that the QHC spinoff may impact nurses' working conditions, you must not implement such changes absent proper notice, bargaining, and our agreement. Please communicate your understanding and acceptance of this basic tenet of the collective bargaining process.

From: doncarmody [mailto:doncarmody@belisouth.net]
Sent: Tuesday, December 22, 2015 12:34 PM
To: Vanessa Sylvester

GC Ex 432

Cc: Kristi K. Abundis
Subject: Watsonville Community Hospital: C.N.A. / Request for Information Re Quorum Health Corporation / Your E-Mail of December 16, 2015

Ms. Sylvester: This is in reply to your December 16th E-Mail to my Son, Bryan, relative to your request for information pertaining to the planned Quorum transaction vis-à-vis the mediation session scheduled for Watsonville, today.

Watsonville Community Hospital interprets your underlying E-Mail as the C.N.A. finally having answered – at least insofar as Watsonville is concerned, considering your reference to the mediation session at Watsonville today - the simple question posed to you consistently since your September 21st information request (we're unaware of a "September 29 request for information" mentioned in your E-Mail) as to whether your request was being directed to one or another of the Hospitals involved in the Quorum transaction.

Of course, the other Hospitals subject to the Quorum transaction remain in the dark.

The only information which you have now requested from Watsonville, and which Watsonville would have knowledge about, is the information that has been reported publicly, such as via filings with the Securities and Exchange Commission (including the Form 10 referred to in Item (12) of your request) and as described in the August 3rd press release already provided to you (mentioned in the opening line of your September 21st information request), as well as concerning benefits, as follows:

Item (3): The name and contact information of the CEO is as follows:

Thomas D. Miller, Chief Executive Officer
4000 Meridian Boulevard
Franklin, TN 37067

Item (9): The Nurses will continue to receive the same health and dental benefits, short and long term disability, and life insurance upon the closure of the planned Quorum transaction.

Item (10): The Nurses will continue to receive the same retirement benefits upon the closure of the planned Quorum transaction.

Item (21): A list of all CHS affiliated hospitals that will be a part of the proposed QHC spinoff is set forth on Page 9 of the Form 10 filed with the S.E.C. on September 4th and is included in the August 3rd press release.

A hard copy of this response will be furnished to you at today's mediation session.

From:	Vanessa Sylvester
To:	Don T Carmody (doncarmody@bellsouth.net)
Cc:	Michelle Miller; "Kristi_Abundis@chs.net"; "Kiley.Drake@Affinitymedicalcenter.com"; Michelle Mahon; James Moy; Teresa Mack
Bcc:	Brendan White
Subject:	QHC Request for Information
Date:	Friday, April 15, 2016 5:40:00 PM
Attachments:	C.H.S. - Quorum Health Corporation - Press release Announcing Spin-Off....pdf

Mr. Carmody,

CHS' belated messages announcing the April 29 completion of the Employer's proposed corporate spinoff is nothing more than another demonstration of the Employer's contempt for the collective bargaining process. As you know, and as recited in various pending complaints, the Employer has (1) failed and refused to furnish information about this transaction, (2) unilaterally and unlawfully implemented spinoff-related changes to RNs' terms and conditions of employment, and (3) in all other respects failed and refused to bargain over the creation of QHC. That is, the Employer has made no valid effort to negotiate with the Union over this transaction or its impacts. Your message is simply more of the same lawless behavior. Although, based on this past pattern of misconduct, I would have a hard time believing that you sent me this announcement a week late because you actually want to bargain in good faith—if I am wrong, please do not hesitate to contact me to schedule a meeting with a responsible representative of the Employer.

Vanessa Sylvester

GC Ex 433

Affinity
MEDICAL CENTER

To: Employees
From: Ron Bierman, CEO
Date: April 29, 2016
RE: Quorum Health Corporation Spin-off

Today, Community Health Systems completed the spin-off of Quorum Health Corporation, creating an entirely new, independent company with 38 hospitals in 16 states. Our future is very promising as an affiliate of Quorum Health. With the focus of the new company on hospitals like ours, we can expect specialized support so we can respond to the unique needs of our community.

We expect this to be a very smooth transition. Your pay rate, title and responsibilities remain the same. There are no changes to benefits or the 401k plan for those employees who participate in them. Our hospital leadership team, medical staff, employees and hospital name will all remain the same, and we will continue to have access to resources for safety and quality, operational excellence and financial health. Patients can continue to expect the same quality of care, and we will continue to provide charity care and pay taxes to our community.

Department leaders will be connecting with their new QHC corporate colleagues over the next few days to learn about any immediate changes or new policies. Unless you are instructed to use new policies or procedures, please continue to follow the ones you do today. If you have questions, please first ask your department director.

As we learn more, I look forward to sharing additional information with you about the transition process. In the meantime, attached to this memo is a letter from Tom Miller, CEO of QHC, he asked I share with you.

As always, thank you for all you do to support our hospital each day. I appreciate your hard work as we continue to provide patients with high quality care.

GC Ex 434

QHC Corporate Office, QHR Corporate Office, Hospital C-Suite
April 29, 2016

Welcome to Quorum Health!

With 38 affiliated hospitals in 16 states, and 150 non-affiliated hospitals served by QHR, Quorum Health is already positioned to make a significant impact on the communities we serve.

So what does being part of Quorum Health mean?

People. It means that 14,000 employees are dedicated to improving the lives of the people who place their trust in our hospitals, whether you are a front-line caregiver or providing support behind the scenes. Each of your contributions is valued and important.

Quality. Quorum Health-affiliated hospitals are already leaders in quality and safety, with nearly three-quarters being named Top Performers on Key Quality Measures ® by The Joint Commission last year. But our work can never be done. We will always continue to place the highest priority on the delivery on safe care.

Access. The vast majority of affiliated hospitals – 84% – and many of the hospitals served by QHR are the sole providers of acute care in their community. We will continue to invest in our services, facilities and equipment so people can access the care they need close to home.

Expertise. Whether providing personalized care in affiliated hospitals, offering support from the corporate office or providing consulting solutions, Quorum Health is already an industry leader with deep hospital management experience.

A lot of time and resources have gone into completing the spin-off of Quorum Health, and there is still more to accomplish. But the most important part of what we do will never change, and that is to provide access to trusted healthcare services. Everyone's role in our organization – from physician practices to hospitals to the corporate office – is important to ensuring we live up to this commitment.

Thank you for all you do, every day, for your patients and your peers. I can't wait to see what we can d together.

Tom Miller
Chief Executive Officer

EXHIBIT NOT SUBMITTED

GENERAL COUNSEL 's Exhibit No. 435

Case Name DHSC ( ) Identified

Docket No. 08-CA-117890 ( ) Received

Date 3-10-17 (✓) Rejected

This exhibit is not being submitted with this case because it was:

( ) Identified, but not offered in evidence;

( ) Identified, received, but withdrawn from evidence;

( ) No duplicate was furnished to the Reporter;

( ) Withdrawn by _____ in order to make duplicate(s);

( ) Retained in the possession of _____

( ) Other _____

_____

Signature of Presiding Official

EXHIBIT NOT SUBMITTED

GENERAL COUNSEL 's Exhibit No. 436

Case Name DHSC ( ) Identified

Docket No. 08-CA-117890 ( ) Received

Date 3-10-17 (✓) Rejected

This exhibit is not being submitted with this case because it was:

( ) Identified, but not offered in evidence;

( ) Identified, received, but withdrawn from evidence;

( ) No duplicate was furnished to the Reporter;

( ) Withdrawn by _____ in order to make duplicate(s);

( ) Retained in the possession of _____

( ) Other _____

_____

Signature of Presiding Official

EXHIBIT NOT SUBMITTED

GENERAL COUNSEL 's Exhibit No. 437

Case Name DHSC ( ) Identified

Docket No. 08-CA-117890 ( ) Received

Date 3-10-17 (✓) Rejected

This exhibit is not being submitted with this case because it was:

( ) Identified, but not offered in evidence;

( ) Identified, received, but withdrawn from evidence;

( ) No duplicate was furnished to the Reporter;

( ) Withdrawn by _____ in order to make duplicate(s);

( ) Retained in the possession of _____

( ) Other _____

_____

Signature of Presiding Official

EXHIBIT NOT SUBMITTED

GENERAL COUNSEL 's Exhibit No. 438

Case Name DHSC ( ) Identified

Docket No. 08-CA-117890 ( ) Received

Date 3-10-17 (✓) Rejected

This exhibit is not being submitted with this case because it was:

( ) Identified, but not offered in evidence;

( ) Identified, received, but withdrawn from evidence;

( ) No duplicate was furnished to the Reporter;

( ) Withdrawn by _____ in order to make duplicate(s);

( ) Retained in the possession of _____

( ) Other _____

Signature of Presiding Official

NNOC Counter Proposal 7-6-16

ARTICLE 10. HOURS OF WORK AND OVERTIME

When changes in shifts, start time, and shift durations are anticipated, the Hospital shall notify the Union and the affected RNs at least (30) thirty days before implementation of the scheduled change.

SECTION l. DAILY COMPENSATION

The straight-time workday for eight hour shift RNs shall be eight (8) hours of work, exclusive of a one-half (1/2) hour unpaid meal period. The straight-time workday for (10) hour shift RNs shall be ten hours of work, exclusive of a one-half (1/2) hour unpaid meal period. The straight-time workday for (12) twelve hour shift RNs shall be twelve (12) hours of work, exclusive of a one-half hour unpaid meal period.

SECTION 1 (a). MEALS AND REST PERIODS

Each nurse shall be granted a rest period of fifteen (15) minutes during each four (4) hours of work without deduction in pay.

Nurses who work scheduled shifts of five (5) hours or more are entitled to a duty free unpaid meal period of thirty (30) minutes. Duty free includes but is not limited to RNs will not be required to carry pagers, work cell phones or perform work duties of any kind during such meals and rest periods. The hospital will provide adequate coverage during these meals and rest periods to insure patient safety. In the event a meal is missed, the RN must complete a Missed Meal Period From to submit to their supervisor. Time worked in lieu of meal periods will be considered for overtime purposes.

SECTION 2. REST BETWEEN SHIFTS

When an 8-hour, 10-hour, or 12-hour Nurse has worked a shift of at least 15.5 hours, and then fails to receive an eight (8) hour rest before the next regular full shift, the Nurse shall receive time and a half pay for any hours worked in the subsequent shift. The Hospital reserves the right to change the existing time schedule to alter the day off so the nurse may be afforded an eight (8) hour rest period. The nurse may waive the provision of this article by specific request of the nurse and written agreement with the Hospital.

SECTION 3. WEEKLY COMPENSATION

Work authorized in accordance with Hospital policy in excess of thirty-six (36) hours worked in the weekly pay period shall be compensated at the rate of time and one-half (1-1/2) the Regular rate of pay for day(s) on which the overtime is worked. Sick

GC Ex 439

NNOC Counter Proposal 10-11-16

ARTICLE 12: SENIORITY

SECTION 1. DEFINITION

(a) Seniority is defined as the length of time a RN has been continuously employed in any capacity by the Hospital predicated on the most recent date of hire.

SECTION 2. ACCRUAL

(a) A newly-hired RN's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her last hire.

(b) Seniority shall accrue during a continuous authorized leave of absence with or without pay, provided the RN returns to work immediately following the expiration of such leave.

SECTION 3. APPLICATION

(a) Seniority shall be **the** factor in determining the eligibility for computation of benefits and the selection of PTO.

SECTION 4. TERMINATION OF SENIORITY

Seniority shall be terminated by voluntary resignation, discharge for just cause, (12) twelve months of unemployment as a result of reduction in staff, or failure to return from a leave of absence in accordance with the terms of the leave. A RN who is re-employed following termination of seniority shall be considered as a newly-hired RN for all purposes under this Agreement.

GC Ex 440

SECTION 5. RESTORATION OF STATUS

RNs who maintain the same skill level and return to employment in accordance with the provisions of this article within twelve (12) months of the date of separation shall be restored to their former status with respect to seniority, salary classification and all fringe benefits; however, there shall be no accumulation of earnings or benefits during the period of separation, nor shall the Hospital be required to provide any insurance coverage that may have lapsed until such coverage has been re-applied for by the RN. In the event of such a re-application by the RN, the coverage, if granted, shall be effective as of the earliest possible date consistent with the hospital's policy.

NNOC Counter Proposal 10-11-16

ARTICLE 13: LOW CENSUS ROTATION/LAYOFF

SECTION 1. LOW CENSUS ROTATION.

When low patient volume requires adjustment in staffing, low census and/or on-call time will be assigned within a department or job code in the following descending order of priority:

1.) Volunteers requesting low census under guidelines established by the Hospital

2.) Agency/contracted RNs

3.) Per Diem RNs.

4.) Part time RNs working above their approved scheduled hours.

5.) Regular full-time and regular part-time RNs.

Low census days/hours shall be rotated in accordance with applicable Hospital policies and procedures. The Hospital will endeavor to rotate low census days/hours equitably among all RNs within a department/unit, providing skills, competence, ability and availability are considered substantially equal as determined by the Hospital.

The Hospital may assign low census days/hours on a partial or full-shift basis, in its discretion. RNs assigned a partial shift low census after reporting to work shall be entitled to pay for time worked in accordance with Ohio State Wage and Hour regulations, or two (2) hours of pay at their base rate, whichever is greater.

In administering low census days/hours, the Hospital will maintain a skill level mix appropriate to the remaining patient requirements. RNs may elect to use accumulated, unused PTO to be compensated for hours lost due to the low census assignment.

A regular RN taking voluntary or mandatory low census shall not have his/her PTO and EIB leave accrual rates reduced as a result of the low census assignment, and shall have the option of using accrued PTO.

SECTION 2. LAYOFF

In the event the Hospital determines to conduct a layoff, the Hospital will ~~attempt to~~ communicate information about the impending layoff **30 days or more prior to implementation.** ~~as soon as possible. However, management reserves the right to alter the layoff procedure and withhold~~ detailed ~~information about the layoff as confidential business information, as permitted by law, in order to protect the Hospital's business interests.~~

RNs will be laid off and recalled in order of seniority with the Hospital consistent with provisions provided below, in the reasonable judgment of the Hospital, they have the qualifications and ability to competently perform the available work with a reasonable orientation period, not to exceed eighty (80) hours over a period not to exceed (30) calendar days.

Fo purposes of recall following a reduction in staff and subject to the paragraph above, seniority shall be applied in the reverse order of reduction in staff. If the positions, and if the Hospital has laid of RNs, the Hospital will first offer such positions to laid off RNs, in accordance with seniority.

SECTION 3. RECALL AND REHIRE

When a vacancy exists, the Hospital will give priority to rehiring any qualified RN interested in the position who was terminated from any hospital for reasons other than for cause.

a. **If Rehired Within 90 Days**

A RN rehired after an absence of 90 days or less:

- Will have his/her seniority date restored;
- Will have paid benefits restored the first of the following month, if eligible;
- May enroll in elective benefits the first of the following month, if eligible;
- May begin or resume participation in the 401(k) plan as of the next permitted enrollment/reenrollment date, if eligible; and
- Will have accrued EIB as of his/her termination date restored.

b. **If Rehired After 90 Days**

A RN rehired after an absence of more than 90 days will be treated as a newly hired RN. New pre-employment tests and benefit waiting periods will apply. Such RNs must also demonstrate skills competency as required by their position prior to resuming their duties, and should attend annual reorientation sessions. If less than 12 months has elapsed since such

rehired RN attended a mandatory annual reorientation session, the RN should attend reorientation within the same timetable as would have applied if their employment had not ended.

NNOC Counter Proposal 10-11-16

ARTICLE 14: POSITION POSTING AND FILLING OF VACANCIES

SECTION 1. POSTING

(a) Staff positions under this Agreement which are permanently vacated or newly created by the Hospital shall be posted on the Hospital website for a minimum of **seven (7)** calendar days. The notice shall generally include the job title, pay grade, salary range, and a summary of position duties, FTE, any special demands (such as extensive weekends, holidays, etc.), position requirements (such as experience or educational requirements, person to contact, and instructions how to apply. Job descriptions shall be available in the Human Resources Department. Qualifications shall be the required skills, license, certification, education, experience and ability to perform in the position at the required level with normal orientation to the unit and its procedures.

To be eligible for consideration, RNs must file an application to fill a posted vacancy during the posting period. Any non-probationary RN with a satisfactory work record in his/her present job and who also meets the minimum qualifications may apply to transfer to fill such vacancy. The Hospital may disqualify an applicant who has less than six (6) months service in his/her current position or who is not currently in good standing in their present position. The Hospital will transfer the most qualified applicant on the basis of comparative qualifications, skill, ability, education, experience and seniority. Where the qualifications, skill, ability, education and experience of two or more applicants are reasonably equal, the Hospital will award the transfer to the applicant with the greatest bargaining unit seniority. If no applicant from the bargaining unit is qualified for the position, the Hospital may hire from outside the bargaining unit.

(b) Where a vacancy as defined herein becomes available on a particular unit, classification, shift, and category of employment (i.e. full-time or part-time), and a non-probationary RN in that unit, classification and category of employment desires a change to that shift, he/she shall be placed in that position. In the event more than one such RN requests the transfer, bargaining unit seniority shall prevail.

(c) A vacancy is defined as an opening in a bargaining unit position which the Hospital has decided to fill with a regular RN. The Hospital retains the discretion to not fill an open position.

SECTION 2. PREFERENCE IN FILLING VACANCIES

All RNs may apply for such permanent vacancy or newly created position and shall be given preference in filling such vacancy based on bargaining unit seniority, provided: 1) the RN is, in the reasonable judgment of the Hospital, equally competent and able as compared to other applicants for the vacancy; and 2) approval of the applicant will not adversely affect patient care/hospital operational efficiency. Delay of transfer into the position by reason of (2) shall not exceed sixty (60) calendar days unless the RN and the Hospital agree, in writing.

For purposes of this Article, Per Diem RNs shall accumulate time for purposes of bidding for posted positions only, one month for each 166 hours of work and shall have equal rights with Regular RNs.

If a Per Diem RN is awarded a Regular position: (1) the RN will be eligible to be covered under the health plan on the first of the month following the date of change in status as long as the RN has completed at least 30 days of employment. **RNs will be allowed to utilize any sick leave benefits accrued immediately.**

SECTION 3. OTHER SOURCES

If during the **seven (7)** calendar-day posting period there is no application for the permanent vacancy or newly created position by any RN employed by Hospital, the Hospital may fill the position from any source.

SECTION 4. TEMPORARY FILLING OF VACANCIES

The above does not prevent the Hospital from filling the vacancy **(after the seven (7) calendar day posting period)** on a temporary basis for a temporary period up to a maximum of ninety (90) days unless such temporary period is extended by mutual consent. The Association agrees that it will not unreasonably withhold consent to extending the temporary period.

SECTION 5. LIMITS ON APPLICATIONS

Any RN employed by the Hospital who applies for and is awarded a posted position may not apply for another vacancy before six (6) months unless there is mutual agreement between the Hospital and the RN.

ARTICLE 28: BULLETIN BOARD

The Hospital shall provide a glass-encased bulletin board for the purpose of posting proper communications issued by the ~~Association~~ **Union** and emblazoned with the **Union** logo, which shall be factual and informational in nature. ~~and which shall not be inflammatory, derogatory, defamatory, scandalous or offensive to the Hospital, and/or the Management of the Hospital, and/or any employee or representative of the Hospital.~~

~~The Association shall deliver to the Hospital's Human Resources Department a copy of any such communication reasonably in advance of posting the communication.~~

ARTICLE 29: RN REPRESENTATIVES

The **Union** may appoint ~~four (4)~~ RNs who are employed by the Hospital to serve as official representatives. The Hospital shall be notified in writing of the appointment of each RN Representative before the Hospital will be obliged to recognize the RN Representative.

The functions of the RN Representative shall be to inform RNs of their rights and responsibilities under this Agreement and to ascertain that the terms and conditions of this Agreement are being observed. All time spent by the RN Representative **while at the Hospital** serving these roles will be ~~un~~paid.

The function and activities of the RN Representative shall not interfere with the job duties of the Representative or of any other RN. The RN shall **notify** ~~obtain permission from~~ the RN's shift supervisor prior to engaging in any activity relating to the RN function. A mail box for RN **Representatives** will be provided at the Hospital.

A RN shall be provided **thirty** (**30**) minutes at the end of the nursing orientation program for all newly-hired RNs. It is understood that the RN and the newly-hired RN will both be on ~~their own time~~ **work time**.

NNOC Counter Proposal 10-11-16

ARTICLE XX GRIEVANCE PROCEDURE

Section 1. A Grievance shall be defined as a claim of a Registered Nurse, or of the Union during the term of this Agreement, which involves the interpretation of, administration of, or compliance with a specific provision of this Agreement. No Grievance may be filed by or on behalf of a RN during the RN's probation period as defined in Article xx of this Agreement. For the purposes of defining "days" in this Article, "working days" shall exclude Saturdays, Sundays and contract holidays, while "calendar days" are inclusive of all days of the week. Any time limit or steps contained herein may be waived by the mutual agreement of the parties in writing.

Section 2. Prior to the filing of a written Grievance, nothing contained in this Article shall prevent any RN with or without a Nurse Representative from informally and verbally presenting and resolving any Grievance. In the event the matter is not resolved in the manner described in this Section, the RN and/or the Nurse Representative may present a formal written Grievance in accordance with Section 5, below.

Section 3. All Grievances relating to discharge or suspension must be filed, in writing, within five (5) working days of on a Grievance form provided by the Union. All other Grievances must be filed in writing, within fourteen (14) working days after the event or events giving rise to the Grievance occurred or within fourteen (14) working days after those events reasonably should have been known to the RN or the Union, by a completion of a Grievance Form provided by the Union..

Section 4. Subject to staffing and patient care needs, Nurse Representatives shall be given a reasonably opportunity to investigate and process Grievances. Notice must be given to the appropriate supervisory personnel before conducting any investigation or processing a Grievance on work time.

Section 5 – Grievances shall be processed in the following manner, subject to the provisions set forth in Section 6, below:

11

Step 1: Grievances shall be filed with the RN's immediate Department Manager or his/her designee by hand delivery of the Grievance Form. A Grievance shall identify, by completion of the form: 1.) the specific provisions of the Agreement claimed to have been violated, 2) the Hospital representatives, if any, or RNs involved in the events of the Grievance, 3.) a description of the violation, and 4.) a description of the remedy requested. The Grievance Form shall be signed by an authorized Nurse Representative. A discussion of the Grievance shall be held within ten (10) working days of receipt of the Grievance. For purposes of a discussion of the Grievance, the RN may be accompanied by a Nurse Representative. A written answer from the RN's supervisor or his/her designee shall be made available to the Nurse Representative within ten (10) days of this Step 1. If the Grievance is not mutually resolved in writing in the course of processing of the Grievance pursuant to this Step 1, whether or not a discussion is held, the Grievance shall be presented in writing to the Hospital as set forth in Step 2.

Step 2: If the Grievance is not mutually resolved in writing in the course of processing the Grievance pursuant to Step 1, above, the Grievance next shall be presented to the Chief Nursing Officer (CNO) or his/her designee for discussion with the aggrieved RN and a Nurse Representative within ten (10) working days of receipt of the answer provided for in Step 1. The Step 2 discussion shall be held within ten (10) working days after receipt of the grievance provided for in this Step 2. The written answer of the CNO or his/her designee shall be made available to the Nurse Representative within ten (10) working days following completion of the discussion described in this Step 2.

Step 3: If the Grievance is not mutually resolved in writing in the course of processing the grievance pursuant to Step 2, above, the Grievance then shall be presented to the Human Resources Director for discussion with the RN and the Nurse Representative and a Union Representative within ten (10) working days of receipt of the answer provided for in Step 2. The Step 3 discussion shall be held within fifteen (15) working days following receipt of the Grievance provided for in this Step 3. The Director of Human Resources shall render a decision in writing and provide a copy to the Union Representative and Nurse Representative within fifteen (15) working days following the completion of the discussion described in this Step 3.

Step 4: If the Grievance is not mutually resolved in writing in the course of the processing of the Grievance pursuant to Step 3, above, the Union may, within ten (10) working days following receipt of the decision provided for in Step 3 notify the Hospital in writing that the Grievance is being submitted to a neutral arbitrator, as provided for in this Step 4, below. The Union's notice will:

a. Request arbitration for the American Arbitration Association, identifying the Grievance and filing whatever forms are required by the American Arbitration Association; and

b. Request the American Arbitration Association to send to each party a list of seven (7) proposed arbitrators

Following receipt of the copy of the list, each party shall cross off from such list the name(s) of any arbitrator or arbitrators not acceptable and shall forward its list to the American Arbitration Association. From the combined lists, the American Arbitration Association will select the arbitrator commonly indicated as the greatest preference of the parties. In the even this

procedure results in no common choice, either party may request that the American Arbitration Association send a second list of seven (7) proposed arbitrators. Following receipt of the copy of the second list, each party may request that the American Arbitration Association name an arbitrator. The parties, by mutual agreement, may also by-pass the above procedure and mutually agree on an arbitrator. In all cases, the decision of the arbitrator will be final and binding on all parties.

The arbitrator's jurisdiction shall be exclusively confined to the facts and circumstances giving rise to the Grievance and the issues presented on the face of the Grievance. The arbitrator shall have the authority only to interpret the terms and provisions of the Agreement and shall have no authority to add to, modify or change any of the provisions set forth in the Agreement. Damages, if awarded, shall be reduced by the RNs receipt of unemployment compensation benefits, worker's compensation benefits, or employment.

The cost and the expense of the arbitrator and the hearing room shall be shared equally by the parties. If either party requests an official transcript, watch party will pay half. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the costs of the other.

Section 6. In the event a Grievance relates to a personnel determination by the Hospital, the Hospital may choose to inform the Union in writing that the Grievance shall proceed directly to arbitration pursuant to Step 4 of this Article.

Section 7. No RN shall have the right to submit a Grievance to arbitration, except through the Union.

Section 8. Any grievance not answered within the specified time periods may be appealed to the next Step of the Grievance procedure immediately. Grievances may be entertained at any Step by the mutual consent of the parties in writing. Class action Grievances, i.e., those involving five (5) or more RNs and involving the same issues and circumstances, shall commence at Step 3. The time limits may be changed at any Step by the mutual consent of the parties in writing. Failure by the Union or RN to comply with any time limitations including those relating to an arbitration demand will void the Grievance, with prejudice, such that the Grievance shall not be subject to further processing, re-filing or resolution by an arbitrator.

Section 9. Any time limit imposed upon the handling of Grievances shall commence on the date of receipt of the subject documentation.

Section 10. If the Hospital representative requests the participation of an additional management representative at any Step in the Grievance process, the Union shall be entitled to an equal number of representatives.

The Union shall provide the Director of Human Resources with written notice of all Nurse Representatives or others who may be involved in the grievance process.

Lorraine Sylvester
Michelle Mahon
Amy Pulley
Debbie McKinney
Roseanne Hilbert

10/5/15

No comprehensive response will be given
2° Bargaining in bad faith

regressive proposals
TA's Not included
© call back + stand by

solicitor:
Kevin Brickey

Agree ē RN
Disagree ē Association VS Union Verbage
& grievance procedure included

nyle Boyle
Jon carmody
Jan Ellis

Non - We have the audacity to any agreement

VS - passage no contract Null + Void

CHS → walked out 10:40 am 10/5/15

V – has sent info requests x 3
D – response is on its way
→ Gave Stipends for weekend Rotation + Hours at work + other
They have a chance to Respond in good faith

Gave

GC Ex 144

10/5/15

Reject counter proposal
① Weekend rotation
② Hrs of work + overtime)

~~Parent referrals to~~

Angie → weekend coverage
& 3rd weekend..
↓ problems by finding help on weekend.

leverage to schedule g'd weekend.

Don → Not changing our proposal 10/6/15 for 2nd word
Call up the NLRB + tell them that

you have not persuaded us to change

11/2/16

Michelle Mahon
RoseAnne Wilson
Amy Pulley
Deb. McKinney
Tamera Wiseman

Jim Viskocil
(Federal Mediator)
Don Carmody
Jay
Kylee

11:38 AM

30 second call light answering —
per Kylee Spoke @ Charlie that is
no longer happening
Call lights to be answered immediately
as long as it doesn't interfere
@ pt. care

Several falls @ nursing one lead
to death (@ on last 30 days)

Kylie unaware of above!

per Kylee Don't Believe it

~~Deposition~~

Done → Difference of opinion re: hostile work environment
Unit to ask for info individually
re: absentees on 2100.

Kylee - PAT = not a RN scheduling issue it is a
pt flow issue
LPN hired to 1 Shift - do lab draws here
many Specialty to leave in dept. (2 des
to do heart pts CVOR → PAT

GC Ex 442

4/2/16

Kylee re: Cerner Bridge training proposal

Feel training 15-20 minutes & ample time to ask questions & practice

Can not implement 1 unit at a time responded to our proposal & already implemented education

Will do survey monkey re: training

*** ADO's - have already rec'd all ADO's during trial

Don - what we asked for is Copies of all ASO that was that relied upon to produce Chris - WR ~~safety~~ report pt care

Every single ADO completed by every Nurse was relied upon to produce pt care report.

ADO's completed by Affinity nurse's

Charlie Michelle Debra goes 1st of next month

What ADO's were used to complete pt care report?

~~Charleston~~ Bluefield Green Brier Affinity } ADO's used to complete pt care report

11/2/16 How important is it to establish PPC.

– copies of ADO's used to create pt. care report.

We stand on our proposals - contract package

We reject all of your proposals

" bad faith bargaining"

12:04 pm – walked out of room.

next Mtg 11/28/16

NNOC Proposal to Affinity Medical Center

Date:

Time:

ARTICLE 29. PROFESSIONAL PRACTICE COMMITTEE (PPC)

SECTION 1. COMMITTEE MEMBERSHIP AND MEETINGS

The Professional Practice Committee shall be composed of twelve (12) Regular nurses covered by this Agreement who are currently employed by the Hospital. The Professional Practice Committee shall schedule one Regular meeting per month and may schedule additional meetings in a given month. Each Committee member shall be entitled to a maximum of four (4) hours' pay a month at the nurse's straight-time rate for the purpose of attending such Committee meeting or meetings. Payment to nurses who attend such meetings shall not constitute time worked for any purpose under this Agreement. Such meetings shall be scheduled so as not to conflict with the routine. The Professional Practice Committee shall prepare an agenda and keep minutes of all meetings, a copy of which shall be provided to the Chief Nursing Officer. Upon election or appointment, the Hospital Administration will be notified of the names and shifts of the members of the Committee and promptly in the case of any substitutions for Regular members.

SECTION 2. FUNCTION

The Professional Practice Committee shall act as an advisory body to Nursing Service and Administration. The Hospital will duly consider such recommendations as are made by the Professional Practice Committee.

The objectives of the Professional Practice Committee shall be:

(1) to concern itself with standards for professional practice to nurses;

(2) to work constructively for the improvement of patient care and nursing practice;

(3) to recommend ways and means to improve patient care;

(4) to study and make recommendations on ways to improve weekend-off scheduling;

(5) to recommend ways and means to improve in-service education and training;

(6) to work jointly with Hospital/Nursing Administration to provide

GC Ex 443

and maintain a system which identifies patient needs for registered nursing care. Recommendations will be considered relating to the assignment of nursing personnel with due regard to patient needs.

SECTION 3. NOTIFICATION PROCEDURE

In the event a nurse has a nursing practice problem:

(1) the nurse shall notify his or her Supervisor of the problem in an attempt to resolve the matter informally. If no remedy is provided,

(2) the nurse shall submit, in writing, an explanation of the nursing practice problem to his or her supervisor, with copies to Nursing Administration and to the Professional Practice Committee.

(3) The Professional Practice Committee shall consider the issue and, if appropriate, shall make its recommendation to Nursing Administration in writing.

(4) If the problem is not resolved in a timely fashion, the matter will be referred to the Chief Nursing Officer, who will have the following options:

a. secure a mutually agreed upon consultant or expert to study the problem;

b. To engage in binding arbitration to resolve the problem;

c. To commission a study by a mutually agreed upon independent agent or agency; or

d. To direct an in-house study of the problem which study shall be completed within a mutually agreed upon time and shall be reviewed by the CEO within 10 days of completion.

(5) Any nursing practice problems received by the Hospital management will be routed to PPC within ten (10) days.

Nursing Practice Review Committee

At the request of either party, a difference of opinion between the PPC and Administration concerning matters falling within the PPC's objectives (paragraph above) will be handled by being referred to the Nursing Practice Committee. The Committee will be the exclusive means for resolving any such differences of opinion and shall be composed of:

a. The Executive Director of NNOC or his/her designee and one (1) elected Staff

Nurse member of the PPC;

b. Two (2) members designated by the Facility

A meeting of the Nursing Practice Review Committee shall be held within ten (10) days of the referral (unless the Committee mutually agrees otherwise) for the purposes of jointly reviewing the original problem presented by the Professional Practice Committee, together with a summary of the information exchanged between the parties on the problem since its original presentation and to begin joint explorations leading to resolution of the matter. Any representative of the Nursing Practice Review Committee may request and shall receive relevant information from the representative of the other party, or may introduce further relevant information. The recommendation of the Nursing Practice Review Committee shall be reached within thirty (30) days of the Committee's meeting.

No recommendation shall become effective unless a majority of the Nursing Practice Review Committee concurs.

Limitations

Disputes between the PPC and the Employer regarding the PPC objectives and issues unresolved by the Nursing Practice Review Committee are not subject to the grievance procedure.

SECTION 4. CHANGES IN STAFFING MATRICES

The Hospital shall notify the NNOC of any proposed changes in staffing matrices, skill mix, ancillary staff or patient classification system at least forty-five (45) days prior to the proposed implementation date of the changes, except in a emergency situation. Simultaneous with the notification of the proposed changes, the Hospital shall supply the NNOC with a detailed description of the reasons for the proposed changes. Additionally, the Hospital shall provide a detailed analysis of how the proposed changes conform to State and Federal laws, including the data allegedly supporting the need for the change from each affected patient care unit.

Upon request, the CNO will agree to meet with the NNOC Representative to discuss this provision and pursue resolution of these issues in a timely manner.

Present 11-2-16

Us Tim Viskocil - Federal Mediator
Amy, RoseAnn, Michell, Debbie Tamara

Them(mgmt)

1014 - gave updated Status of Bargaining to mediator and he took to mgmt.

1125 - mediator says they want to meet

1130 - Mgmt in Kylie, Dan, San
- Dan - ? no Vanessa, still chief spoke Person's
M yes!

K - 30sec call light - immidiatly - But Not acting
M - Pulling people out - is causing Safety issues
D - We do not intend to Do Anything
M - fall with Death
inability to
Ability to
D - Don't lecture to us
D - Discipline M. Adams - today - tommorrow
M - What About All disciplines
D - Put in Request for Info About All disciplines
M -
K - PAT - False - Pt flow issue - Hired LPN - draw Radiology - Registration

K - Not Aware of Death

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(2)

LPN - offered position today - Labs PTA, working desk.

Mary Scavelli - will do CVOR Apt.
will leave CVOR to do heart Apt.
M- Now - no one there 5pm
K- we have discussion we are trying to Better care
M- We are too...
K- July emails from Sent -
M- will supply a completed Request
D- issue Adress
K- Cerner Bridge training
- Directors are trained - 15 minutes -
cannot do Unit At time, comments
can have 2 Nurses sign
M- $ we have been waiting for you
K- said they cannot wait for us
M- you have been waiting since Sept - was implemented before this Bargaining Sessich
M - you have Already violated the Act!
K- nothing -
D- have not violated the Act So good luck with That
D- Do you have ADO's
M- All have been given
D- every single ADO has been given Was every ADO - for Ohio
M- we gave you them - every Single ADO
D- every Single ADO was turned

112 p3

M- We are currently working a copy

D- What I Am Asking for is A copy of every Single ADO that was used for PCR for Ohio

M- yes

D- every Single ADO completed by OH Nurse, was turned over.

M- I believe All ADOS Are from W.V.

Don - One What we Are Asking for is ADO's completed by Ohio ADOS

M- you have been Refusing to Accept them for years.

D- Showed Michelle list - What ADOS will b

D- the Are No ADO's from WV that were Submitted to us in Jan

M- we Are working on Providing you a copy of All ADOS that were used to complete PCR -

M- you have All of Ohio

M- you Are

D- How important to you to complete A APC proposal,

M- APC is important

Don demeanor very condescending he is pointing And talking down to michelle

9

Rejecting All Proposals - We will not get Proposals + Nickle + dime
stand on All proposals and standing on our package
- we are waiting
1205 - Bargaining over

Bargaining 11-2-16

Attendance: MM, R.W, A.[illegible] D.M, Kylie, D.C, J.E.

10:00 Nurses meet & mediator Tim Viskocil and discuss where we stand, waiting on Several responses owed to us.

We handed Tim 3 pgs of proposals, indicating what they owe us, along & several information requests we are still awaiting.

11:27 Management & Nurses meet jointly

Kylie stated that the 30 sec code light rule has been nixed!

M.M speaks on this, stating Charlie is demanding the code light be stat, & Reading RN's out of pt care & Charting to answer call lights & treat while them up for exam is chasing, also there has been Several cases on 2100 & injuries and @ least 1 death in the last month.

M.M asked if Management had a response on the 21st of Dec/Jan & D.C. stated they

Kylie answered the P.A.T Echocardiogram Tech (1 LPN) was offered position & will be doing lab work in P.A.T.

Kylie Drake also stated Blood requirements in Cerner has already begun.

GC Ex 445

CMT 11-2-16

D.C asked for ADO's & M.M stated you already received all the ADO's you requested were given to you @ the ballon trial

DOM is Demanding WV ADO's @ Affinity Bargaining

M.M states you will be receiving all The ADO's for WV for written response!

D.C states they are standing on their package proposals

will not give us any counter proposals

Dennis handed them a 2100 Strike Pledge, d/t safety issues on 2100 & hostility on the unit from Management.

D.C stated they do not feel there is a hostile environment & stated they have a difference of opinion

D.C demeanor is repulsive throughout bargaining today

EXHIBIT NOT SUBMITTED

GENERAL COUNSEL 's Exhibit No. 446

Case Name DHSC (☑) Identified

Docket No. 08-CA-117890 (☐) Received

Date 3-07-17 (☐) Rejected

This exhibit is not being submitted with this case because it was:

(☑) Identified, but not offered in evidence;

(☐) Identified, received, but withdrawn from evidence;

(☐) No duplicate was furnished to the Reporter;

(☐) Withdrawn by _____ in order to make duplicate(s);

(☐) Retained in the possession of _____

_____

(☐) Other _____

_____

_____

_____

Signature of Presiding Official

Message

From: Boyle, Angela [/O=CHS EXCHANGE/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=AMBOYLE5E6]
Sent: 9/26/2014 8:10:27 AM
To: Ellis, Jan [jan_ellis@chs.net]
Subject: FW: Follow-up to 8-12-14 email and reiteration of request for information regard Affinity wage increases
Attachments: JB to DC-RB re Affinity wage increases.pdf; JB Affinity email to DC 8-20-14.pdf

Jan,
Would you have any time today to discuss this? I need some "guidance" before I speak with Don about this DTB. Thanks

Angie Boyle, SPHR | Vice President, Human Resources
Affinity Medical Center | 875 8th St NE | Massillon, OH 44646
Tel: 330.837.6860 | Cell: 330.413.5905 | Fax: 330.830.6927 | http://www.affinitymedicalcenter.com

From: John Borsos [mailto:JBorsos@CalNurses.Org]
Sent: Wednesday, September 17, 2014 3:01 PM
To: Boyle, Angela
Cc: Michelle Mahon; Ellis, Jan; 'doncarmody'
Subject: Follow-up to 8-12-14 email and reiteration of request for information regard Affinity wage increases

Angie:
This email will serve as a response to your email of August 21, 2014, related to 2014 wage increases at Affinity Medical Center. This letter will reiterate, once again, the Union's position that annual wage increases at Affinity Medical are, and have been, a condition of employment at Affinity and remain a part of the Employer's obligation to maintain the status quo, as it relates to wages and working conditions for the 250 registered nurses represented by NNOC ("the Union") at Affinity Medical Center. Accordingly, your email adopts an unlawful, regressive position, and is a retreat from the Employer's position of August 11, where you stated that the employer had budgeted 1.5% for merit increases for Affinity employees in 2014, the budget had been approved, and the exact details regarding implementation awaited direction from Human Resources.
It remains the Union's position that these wage increases are part of the status quo and therefore should be provided. Toward that end, on May 28, 2014, the Union set forth a request for information related to this obligation, a request that was augmented in my email to Don Carmody, dated August 20, 2014. Both are attached to this email.
To date, we still have not received the following information from our May 28th request:

1. The date that you intend to provide the legally-required wage increases.
2. The total aggregate amount of the increase that will be allocated to the NNOC-represented nurses.
3. To clarify this request, we are requesting the percentage of the increase, based on performance evaluation, for each of the NNOC-represented nurses.
4. Documents, including meeting minutes, meeting agendas, and emails, including those among representatives of Affinity Medical Center and CHS corporate representatives in which the amount of wages increases was discussed and whether or not wage increases should be provided to NNOC-represented registered nurses. This request remains relevant, particularly after you informed us that wage increases had been budgeted, CHS had approved the budget and still wage increases have not been provided.
5. You write there is no documentation that is responsive to this request.
6. You provided the information for 2012 and 2013, but write that 2010 is not available.
7. To clarify this request, we mean the amount in a percentage wage increase that each individual nurse represented by NNOC received in 2011, 2012, and 2013.
8. You provided this information in the aggregate.
9. Your response is evasive. We are looking for the precise formula used to determine what raise a particular nurse received based on her performance evaluation. For example, if there was a scale where be a rating on a nurse's

performance evaluation merited a specific wage increase we would like to know the scale. We are also requesting if there was an appeal process whereby a nurse could challenge her performance evaluation if she disagreed with it. We are also requesting the review and approval process that Affinity followed to determine a nurse's increase.

10. The approval process, including approval between Affinity and CHS corporate, regarding the decision whether an individual, group, or facility is entitled to a wage increase. You write that the VP of Human Resources makes the initial determination and that decision is subject to review by the CFO and CEO of Affinity Medical Center. This response appears to contradict the explanation you provided in August 2014, when you explained that an Affinity budget required CHS corporate approval. We reiterate our request for this information and believe it is relevant to determine the criteria that is used by the Employer to determine whether and how wage increases will be provided, a subject that the Union may be prepared to make proposals on, provided we understand the criteria.
11. The classifications of any Affinity Medical Center employees, including executives and/or managers who have received a wage increase from January 1, 2014 to the present. As we understood your explanation when we met in August, you represented that Affinity Medical would be making wage increases for all groups of employees and no single group of employees would receive an increase unless all employees would receive increases. If other employees have received wage increases, there should be no reason why wage increases were not provided to NNOC-represented registered nurses. Accordingly, we believe the requested information is entirely relevant.

In addition, you also have not provided the following information that was contained in the August , 2014 email:

1. The Affinity 2014 annual budget which was adopted in the last quarter of 2013 which sets forth budgeted wage increases for Affinity employees for 2014.
2. Notice and/or other communication from CHS approving the budget.

We are next scheduled to bargain on October 2-3, 2014. We will expect receipt of the above-requested information at that time along with a firm date when the wage increases will be effective.

Sincerely,

John Borsos

EXHIBIT NOT SUBMITTED

GENERAL COUNSEL 's Exhibit No. 447

Case Name DHSC (☑) Identified

Docket No. 08-CA-117890 (☐) Received

Date 3-07-17 (☐) Rejected

This exhibit is not being submitted with this case because it was:

(☑) Identified, but not offered in evidence;

(☐) Identified, received, but withdrawn from evidence;

(☐) No duplicate was furnished to the Reporter;

(☐) Withdrawn by _____ in order to make duplicate(s);

(☐) Retained in the possession of _____

_____

(☐) Other _____

_____

_____

_____

Signature of Presiding Official

Affinity 11/2/16 Debbie Amy Michelle

11:27 meet with Union

DC No Vanessa

Michelle Not today

DC Still Chief Spokesperson

Michelle: Yes

DC: Why don't you go ahead + 30-sec

Kiley We're no longer doing it. Checked w/ Charlie

mm: As soon as call light - Charlie screams down hall
Pulls people away from charting
Not enough staff on floor to answer immediately or w/in 30 sec. Rule amped up to immediately.
Patient Care Sup

DC: Appears difference of opinion. K
Nothing intend to change

mm: You're aware fall w/ injury that led to death.

Kiley Several ?

GC Ex 447

MM: Several falls that led to death.

K Time period

MM Within the last month.

K Safety Huddle daily — never brought up.

MM Request

DC Not relevant

MM It is

K Would have to verify.

MM In any event, staffing is short. RNs can Info believe relevant in several regards

DC: You're asking for it

MM Will Re-submit - Safety + RN provid patients

DC: Don't become us.

Michelle: It's certainly relevant. Joint responsibility for safe pt care

DC Written response for Adams today + tomorrow

Michelle: How to address to all 2100

DC: Again difference of opinion. No other process except to put in grievance regarding any particular discipline you want to challenge. Kiley,

Kiley: Change in pre-testing. False. It is a patient issue. Have hired Lab – will do testing. Radiology – problem

Amy: Not showing up on time. At least

Kiley: Mary Scovelli.

Amy: Said already pulled back – not available

Michelle: What if not available? Teaching

Appointments? Why not PAT RNs

If doing, these things should resolve issue.
No one there after hours

After hours?

After 5:00 pm.

Bulk of business in prior to 5pm.

We've been discussing.

But not bargaining.

Supplemental information

MM Offered to meet – on PAT; verbal

K Can forward you emails that responded.

MM Will submit a complete + comprehensive RFI based on our discussion + your proposed solution

Amy:

Kiley: Offer yesterday

Lab draws in PAT? What else

Kiley: Yes. Helping them with whatever they need.

DC: Address this issue Corner Bridge.

You submitted your prosal. Directors don't have

We can't implement one@a time. 2 RN checks — Space to verify. Willing to do Survey monkey

Pretty confused because done training.
Can't wait
In sept. Carmen approached. Schedule effects bargaining. We were available. You implemented chang — giving

DC:

Kiley: No, I have not

Amy: Even people giving training say it's flawed.

Michelle: We can submit. No one to

Kiley: Patients divided up
Not what's happening.

DM: Will do a survey monkey. Draft some questions.

Kiley: You're welcome to do so.

Michelle: Uninterrupted – not happening. We'll need technical information. At this point, already violated the act.

DC: We haven't violated the act, so, good luck

&

DC: Do you have the ADO's you used to produce the Patient Care Report.

Michelle: You've received during hearing @ NLRB. Ones you requested.

DC: Is it your statement that whole stack of ADO submitted, every single one was relied upon for the Patient Care Report?

Michelle: Affinity's ADOs

DC: Merged report. Not a roadmap, but copies of ADO that were referenced to in the report

Michelle: Affinity.

DC: Not West Virginia – those are Affinity.

Michelle: Working on - you'll get rest of them.

DC: We've asked for COPIES of every single one you relied upon for the Pt Care Report you wrote and you're telling me that Every one was used.

Michelle: Yes.

DC As they relate to the Patient care Report.

You asked for Affinity ADOs – don't be confrontational.

Michelle: Currently preparing a copy of ADOs that were sw

DC: What asked for is that ADOs are those you relied upon were on the list. Is that same as ones Affinity?

Michelle: Yes it is.

DC: And Bluefield & Greenbrier?

Michelle: Will be supplementing for Bluefield & Greenbrier so that you will have every single ADO any that predate Patient Care Report.

DC: Wonderful — after 3 years, you're telling me that every single one was relied on for document.

Michelle: Yes.

DC At Bluefield

Michelle: List was West Virginia

DC: No. More completed on Ohio, than West Virginia.

Yes.

Sp

Once again, making clear for 3 years are ADO's

Ypa have

DC: You're saying that you're putting together what you're copying?

Michelle: No – not going to give you what already. Big stacks – you told me 28 were relied on Can pull it up.

DC: Let's pull it up and look at.

Michelle: You've been refusing to accept ADOs (They look at list)

DC: Not the same – Request for ADU's for PPC bargaining proposal.

↓ Great to hear at long last because you're talking out of both sides of mouth

Michelle: Do you have proposals today?

DC: Looking at documents about ADO's

↓ These are all West Virginia

↓ What's page 3 – OH?

Michelle: That is Ohio.

DC: At bargaining on July 6 or 7. Do I have stack of ADOs with me? No

Michelle: I think went the other way. I was asked if I had them; said not with me
Ms Sylvester

What

DC: Straight answer — are those all relied upon from Ohio?

Michelle Not all of ADOs were

DC: Why do you have OH ADO presented as WV list? 128022 — What is that ADO, why on the Chart

Michelle: Used in part

DC: What else does the PPC use to create Pt Care Report

Michelle: Testimony from RNs

DC And ADO's.

You can ex

DC: For the record, there are no West Virginia ADOs

Michelle: We knew that

DC Then why did you give me this chart + say every one was used for Pt Care Report WV.

Michelle: That's not what said.

DC: Yes you did. Then I look — no WV ones. So what used to prepare report?

↓

DC You're working on copies of each + every one that was used in Pt Care Report.

Michelle: Yes.

DC: When might I get it?

Michelle: Pretty voluminous.

DC All together - you said used. So shouldn't be difficult to find them

Michelle: Didn't copy.

DC: If you relied on stacks. And consitutes all used.

Michelle: You have actually copies from Affinity.

Michelle: Since January.

DC: We're going in circles.
Telling me on one hand you did it but on other that will take time to pull it together

Michelle: Why didn't 2 years ago? RNs offered them to you - if took them at time, you'd have them. You should have had them.

DC: Not the same thing.
How important is Patient Care Proposals.
How important to you is Establishment of PPC?

Michelle: PPC or something like it.

DC: I've been told by Ms Sylvester that aren't come to agreement without a PPC.

DC: Not at ~~last~~ last conceded that ADOs are part of Pt Care Reports and that PPC uses them for reports.

DC: You've told me info in response to request. Asked for copies of ADOs & you're at long last going to give them to me.

Michelle: What's left? Proposals for us

DC No.

Michelle: Not respond to our proposals?

DC: No-ours is package – standing on package. We're not going to nickel+dime on one or another. When have fundamental difference & you've finally agreed to produce documents relevant to request for important to your PPC.

Michelle: This is nonsense — bad faith bargaining

DC Nonsense for you to make a proposal; asked 3x when Sylvester said that ~~[illegible]~~ the committee do it using ADO's.

Michelle: We didn't say that.

DC We're done.

Michelle: We're not — Debbie.

You said, Issues on ~~#2~~ don't exist. We're willing to vote yes on strike vote. (Gives document

Amy: You're stating standing on package?

DC: Standing.

Amy: So you're rejecting our proposals?

DC: Yes because standing on ~~[illegible]~~ package proposal

Michelle: You Received ours @ Affinity

DC: Only Hearing today Affinity are the ones that you used. We're done for today Commissioner.

12:03p

NOTES TO READ 1/21/15

1. Please visit your folder in the 2100 Mailbox located in the 2100/2200 Break Room on the countertop. There is information in your mailbox.
2. If you have a Pyxis discrepancy, please remember to report it immediately so it can be addressed. The charge nurse for each shift needs to check the Pyxis at the end of the shift to make sure any discrepancies are addressed before any nurse leaves and the next shift takes over
3. Please continue to be vigilant about scanning armbands and medications. If a medication will not scan, it must be communicated to the pharmacy.
4. All critical labs must be called to the physician within 30 minutes of the lab calling you. Be sure to document the specific time you notify the physician about a critical lab. .do not just document the time as a general range.
5. Please remember that if you do an ECG, you must also have a physician's order written for each ECG prior to completing the ECG.
6. There are problems being noted with documenting medications by history (patient's home med list). Some nurses are not addressing this area with their patients when they are being admitted. Please don't assume everything is correct from ED. As was covered in skills lab: this area is part of Admission Info & History Adult (Part 1) and the admitting nurse is to complete patient compliance and the last dose taken. The floor nurse must document on medication history whether the ED nurse did it or not; ED nurses will not document compliance. The admitting nurse also needs to enter the patient's pharmacy into the computer under the "Patient Pharmacy" tab at the top of the screen. Electronic prescriptions cannot be submitted without this information.
7. Please remember to consistently document the indication for pain medications and subsequent effectiveness. Be sure to document the pain indication number (0-10 scale) before administering a pain medication and the effectiveness must be documented an hour after administering via the same pain indication number scale.
8. 2100 continues to have a large number of patients who state (upon completing their post hospital survey) that nursing is not educating them about their medications, especially new medications. Please be sure to provide written information and educate (+ answer questions) about medications for each patient. (Information was placed in each of your mailboxes on 12/5/14 re: medication education.) Please do not give your patient their medications and tell them "here are your medications" You need to constantly educate and re-educate the patients about their medications. We appear to have a l[illegible]

RE: Michelle Custer, RN

Boyle, Angela [angie_boyle@chs.net]

Sent: Thursday, December 18, 2014 2:46 PM

To: Michelle Mahon

Cc: Drake, Kiley [Kiley.Drake@Affinitymedicalcenter.com]

Attachments: Custer Time.pdf (994 KB)

Dear Michelle:

In response to both of your information requests concerning discipline of Michelle Custer, attached find a copy of her attendance record from July 30, 2013 through July 30, 2014. There are no prior disciplines. You may make an appointment to obtain a copy of Michelle's complete personnel file, including all disciplines by calling Kiley Drake at 330-837-6860; the file is too voluminous to scan and send electronically.

You have requested a copy of the AMC staffing plan, and that has already been provided to you at collective bargaining.

With regard to your request for "any discipline issued to any RN for the failure to follow 'chain of command'", as you can see from the documented verbal counseling, the failure to follow chain of command was only one aspect of the conduct that led to the verbal counseling. As such, documents related to discipline of RNs for failure to follow chain of command are neither comparable nor relevant to your representation of Michelle in bargaining about the verbal counseling. Therefore, no information is included here with regard to this particular request.

You have requested documents or spreadsheets documenting "points" for Michelle and others. The Hospital does not maintain a "point" system and has no such records.

You have requested time reports for Affinity's 250 nurses for a period of twelve months. This request far exceeds the bounds of relevance or reasonableness in order for the NNOC to be prepared to bargain about the attendance discipline issued to Michelle, and we reject the request for that reason.

You have requested documentation demonstrating the dates and times over the past twelve months that Michelle has volunteered to work when the Medical/Surgical unit was short staffed. The Hospital does not maintain any such documentation, so none has been provided. However, I would also note that, even if such documentation did exist, we do not consider it relevant to bargaining over discipline for violation of the Hospital's attendance policies.

Please let me know when you are available to bargain about the two disciplinary actions that were the subject of the NNOC requests for information and demands to bargain concerning Michelle Custer. I am available Wednesday, January 7 at 2:00 pm or Monday, January 12 at 3:00 pm.

Angie Boyle, SPHR | Vice President, Human Resources
Affinity Medical Center | 875 8th St NE | Massillon, OH 44646

GC Ex 449

Tel: 330.837.6860 | Cell: 330.413.5905 | Fax: 330.830.6927 | http:/www.affinitymedicalcenter.com

From: Michelle Mahon [mailto:MMahon@nationalnursesunited.org]
Sent: Friday, August 23, 2013 3:58 PM
To: Boyle, Angie
Cc: Ruth DeLillo, RN; Amy Pulley (amypulley74@hotmail.com); Pam Gardner (pamgardner@ameritech.net)
Subject: Michelle Custer, RN

Please see the attached demand to bargain and information request regarding Michelle Custer, RN.

Michelle Mahon, RN
National Representative
National Nurses United
mmahon@nationalnursesunited.org
234-207-6706

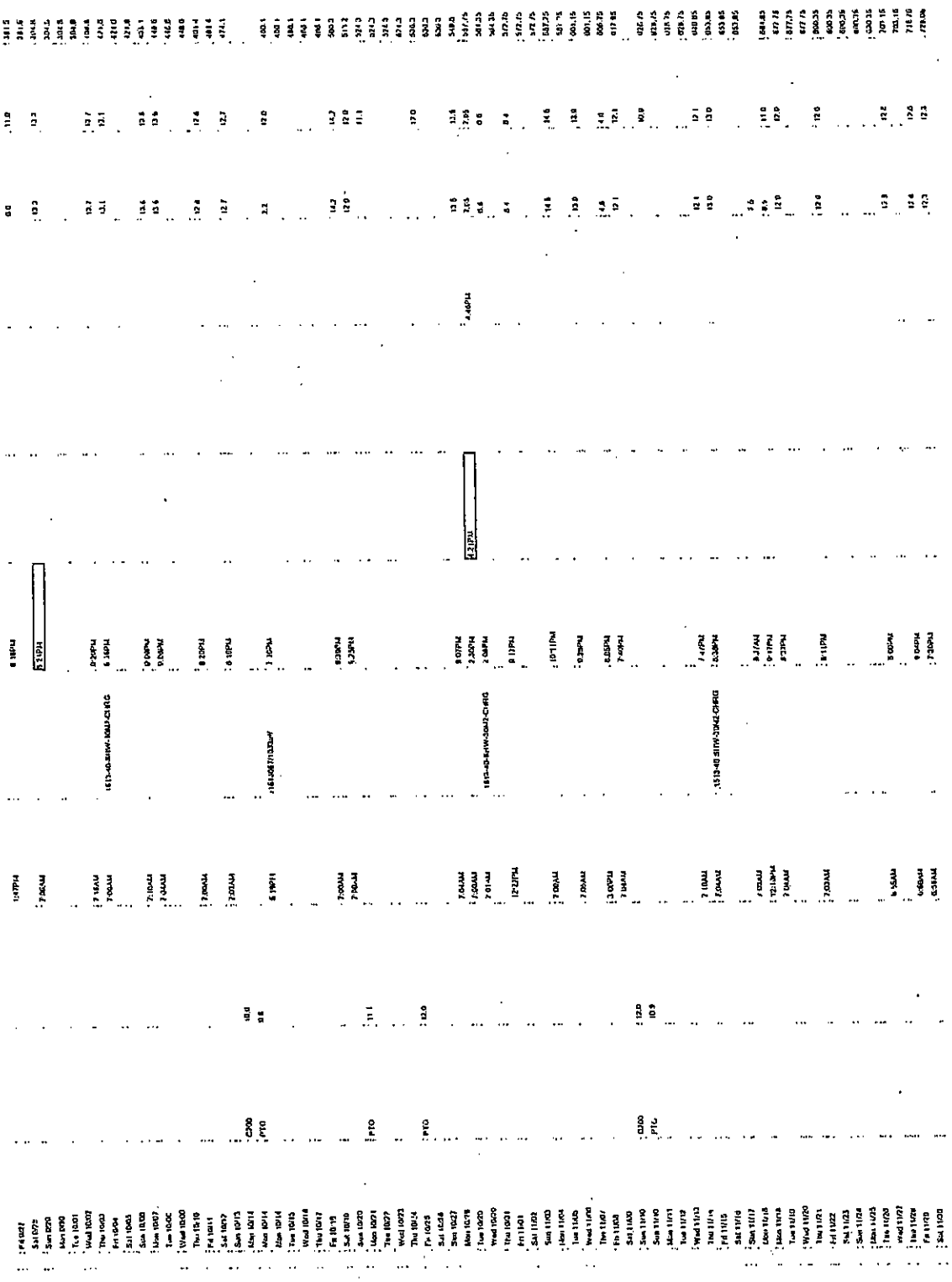
National Nurses United
www.NationalNursesUnited.org
@NationalNurses

GC Ex 33

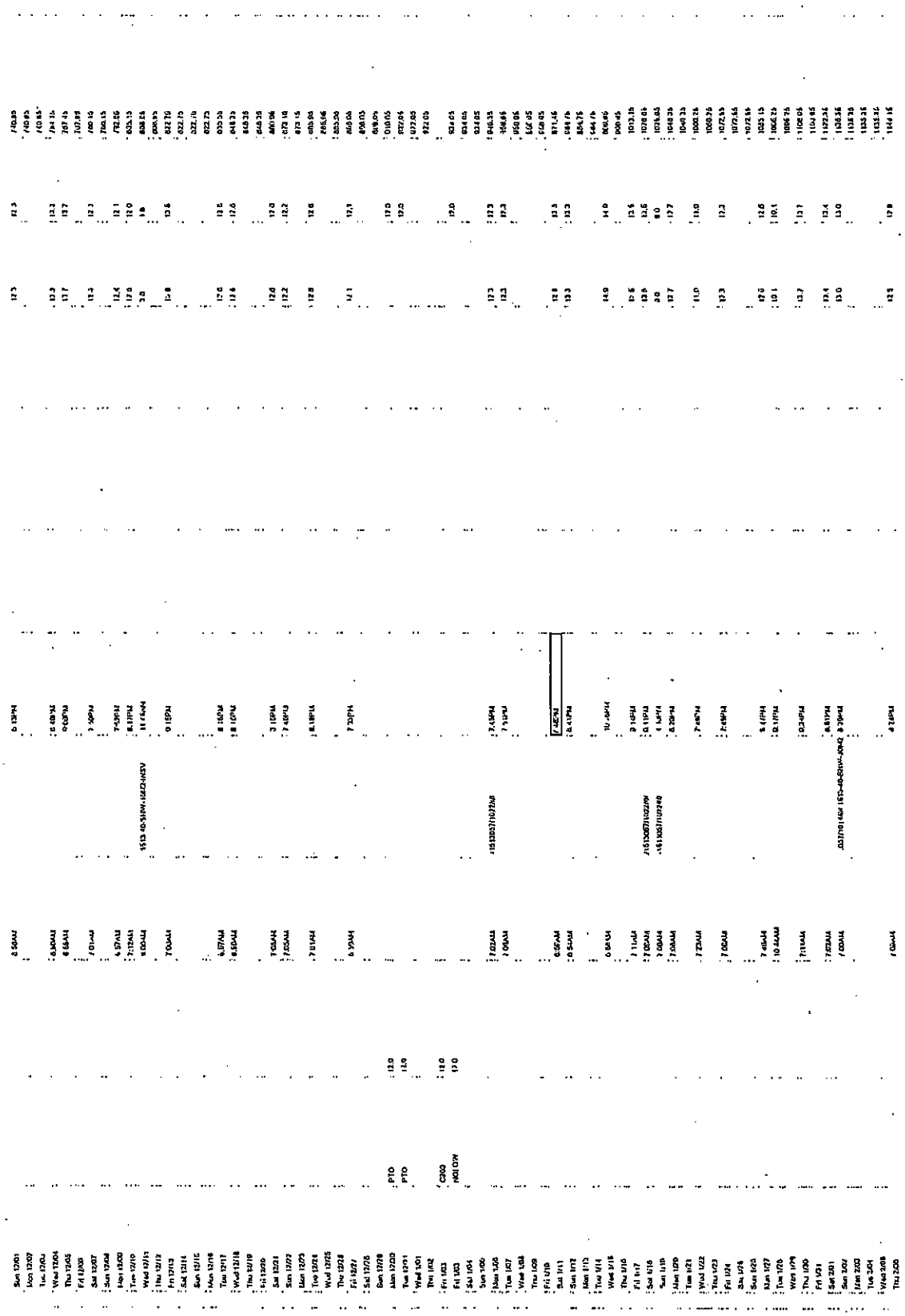
TIMECARD

CUSTER, MICHELLE R 7/30/2013-7/30/2014

Date	Pay Code	Amount	In	Transfer	Out	In	Transfer	Out	Start	Daily	Cumulative
Tue 7/30											
Wed 7/31			7:00AM		8:00PM				12.5	12.5	12.5
Thu 8/01			6:57AM		8:12PM				13.1	13.1	25.6
Fri 8/02											25.6
Sat 8/03			7:05AM	1513-40-SHW-30M2-CHRG	7:27PM				12.0	12.0	36.5
Sun 8/04			6:56AM	1513-40-SHW-30M2-CHRG	8:15PM				12.9	12.9	49.4
Mon 8/05			7:01AM		7:47PM				12.3	12.3	61.7
Tue 8/06											61.7
Wed 8/07											61.7
Thu 8/08											61.7
Fri 8/09			6:58AM	1513-40-SHW-CHRG	6:31PM				11.6	11.6	73.3
Sat 8/10	C200	12.0									73.3
Sun 8/11											73.3
Mon 8/12											73.3
Tue 8/13			6:59AM		10:35PM				15.0	15.0	88.3
Wed 8/14											88.3
Thu 8/15			7:02AM		10:00PM				14.0	14.0	102.0
Fri 8/16											102.0
Sat 8/17			7:01AM	1513-40-SHW-CHRG	6:42PM				11.7	11.7	120.0
Sun 8/18			6:50AM		8:31PM				14.0	14.0	134.0
Mon 8/19											134.0
Tue 8/20											134.0
Wed 8/21											134.0
Thu 8/22			6:50AM	1513-40-SHW-30M2-CHRG	6:06PM				13.7	13.7	147.7
Fri 8/23			7:02AM		9:38PM				14.2	14.2	161.9
Sat 8/24											161.9
Sun 8/25			7:03AM		8:05PM				13.3	13.3	175.2
Mon 8/26			7:05AM		8:56PM				13.9	13.9	189.1
Tue 8/27			7:06AM		10:04PM				14.5	14.5	203.6
Wed 8/28											203.6
Thu 8/29	C200	9.0								9.0	212.6
Thu 8/29	HOLOW	8.0									212.6
Fri 8/30											212.6
Sat 8/31											212.6
Sun 9/01											212.6
Mon 9/02			7:02AM		7:33PM				12.1	12.1	224.9
Tue 9/03											224.9
Wed 9/04											224.9
Thu 9/05			7:09AM		8:01PM				12.3	12.3	237.2
Fri 9/06											237.2
Sat 9/07			7:03AM		8:00PM				12.6	12.5	249.7
Sun 9/08			7:00AM		8:53PM				13.4	13.4	263.1
Mon 9/09											263.1
Tue 9/10											263.1
Wed 9/11			7:06AM		8:16PM				13.0	13.0	276.1
Thu 9/12											276.1
Fri 9/13			6:54AM		8:05PM				13.0	12.8	288.7
Sat 9/14			7:00AM		10:00PM				15.0	15.0	303.0
Sun 9/15											303.0
Mon 9/16											303.0
Tue 9/17			7:09AM		9:11PM				14.1	14.1	317.1
Wed 9/18			7:02AM		8:01PM				12.6	12.5	329.6
Thu 9/19			10:00AM	1513-40-SHW-HNSV	1:00PM				3.0	3.0	332.6
Fri 9/20			6:55AM		9:04PM				13.7	13.7	346.3
Sat 9/21											346.3
Sun 9/22											346.3
Mon 9/23											346.3
Tue 9/24			6:57AM		7:50PM				12.5	12.6	357.9
Wed 9/25			7:02AM		8:04PM				12.7	12.7	370.6
Thu 9/26											370.6
Fri 9/27	PTO	8.0									



Page: 2



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Sat 2/08										1161.75
Sun 2/09										1161.75
Mon 2/10			7:01AM		8:02PM			13.4	13.4	1175.15
Tue 2/11			7:00AM		8:10PM			12.8	12.8	1187.95
Wed 2/12										1187.95
Thu 2/13										1187.95
Fri 2/14			7:04AM		7:48PM			12.2	12.2	1200.15
Sat 2/15										1200.15
Sun 2/16										1200.15
Mon 2/17			7:00AM		8:21PM			12.8	12.8	1212.95
Tue 2/18										1212.95
Wed 2/19										1212.95
Thu 2/20			6:57AM	7151057/1022/	7:50PM			12.5	12.5	1225.45
Fri 2/21										1225.45
Sat 2/22			6:58AM		7:28PM			11.9	11.9	1237.35
Sun 2/23			7:02AM		7:50PM	8:00PM	8:01PM	13.0	13.0	1250.35
Mon 2/24										1250.35
Tue 2/25			6:45AM		7:37PM			10.4	10.4	1260.75
Wed 2/26			7:24AM		8:13PM			12.3	12.3	1273.05
Thu 2/27										1273.05
Fri 2/28			7:01AM		8:33PM			13.2	13.2	1286.25
Sat 3/01										1286.25
Sun 3/02										1286.25
Mon 3/03										1286.25
Tue 3/04	PTO	12.0							12.0	1298.25
Wed 3/05										1298.25
Thu 3/06	PTO	12.0							12.0	1310.25
Fri 3/07	PTO	12.0							12.0	1322.25
Sat 3/08										1322.25
Sun 3/09										1322.25
Mon 3/10										1322.25
Tue 3/11										1322.25
Wed 3/12			7:01AM		8:36PM			13.0	13.0	1335.25
Thu 3/13										1335.25
Fri 3/14			6:58AM		7:47PM			12.3	12.3	1347.55
Sat 3/15			7:01AM		8:36PM			13.1	13.1	1360.65
Sun 3/16			6:54AM		7:52PM			12.5	12.5	1373.15
Mon 3/17										1373.15
Tue 3/18										1373.15
Wed 3/19			7:03AM		8:11PM			12.6	12.6	1385.75
Thu 3/20										1385.75
Fri 3/21			6:57AM		8:01PM			12.5	12.5	1398.25
Sat 3/22										1398.25
Sun 3/23										1398.25
Mon 3/24			6:58AM		7:46PM			12.3	12.3	1410.55
Tue 3/25	PTO	12.0							12.0	1422.55
Wed 3/26										1422.55
Thu 3/27										1422.55
Fri 3/28	C200	12.0								
Fri 3/28	PTO	12.0							12.0	1434.55
Sat 3/29										1434.55
Sun 3/30										1434.55
Mon 3/31										1434.55
Tue 4/01			7:01AM		7:46PM			12.3	12.3	1446.85
Wed 4/02			6:54AM		8:06PM			12.7	12.7	1459.55
Thu 4/03										1459.55
Fri 4/04										1459.55
Sat 4/05			6:58AM		7:50PM			12.5	12.5	1472.05
Sun 4/06			6:54AM		8:03PM			12.7	12.7	1484.75
Mon 4/07										1484.75
Tue 4/08										1484.75
Wed 4/09										1484.75
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Fri 4/11			6:56AM	7161506?/1023//	7:52PM			12.5	12.5	1509.35
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Sun 4/13										1509.35
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Tue 4/15										1521.55

6

Page: 5

Fri 6/20	7:03AM	1813-40-SHW-30M2-CHTG	7:48PM				12.3	12.3	1820.06
Sat 6/21									1890.05
Sun 6/22									1890.95
Mon 6/23	7:07AM		7:34PM				12.0	12.0	1907.96
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Wed 6/25									1915.36
Thu 6/26									1915.35
Fri 6/27									1916.35
Sat 6/28	7:01AM		8:07PM				12.6	12.0	1923.05
Sun 6/29	7:04AM		8:23PM				12.8	12.8	1940.75
Mon 6/30									1940.75
Tue 7/01									1940.75
Wed 7/02	7:02AM		8:01PM				12.6	12.6	1053.25
Thu 7/03	7:05AM		8:17PM				12.7	12.7	1005.06
Fri 7/04									1065.05
Sat 7/05									1065.05
Sun 7/06									1065.05
Mon 7/07	6:53AM		7:30PM				12.1	12.1	1078.05
Tue 7/08	7:03AM		8:15PM	5:18PM	8/13/07	6:56PM	13.3	13.3	1091.35
Wed 7/09									1091.35
Thu 7/10	7:05AM		9:10PM				13.6	13.6	1901.36
Fri 7/11									2004.05
Sat 7/12									2004.05
Sun 7/13									2004.06
Mon 7/14									2004.05
Tue 7/15									2004.05
Wed 7/16	7:07AM		6:11PM				12.8	12.6	2017.55
Thu 7/17	6:57AM		6:30PM				13.6	13.6	2031.06
Fri 7/18									2031.06
Sat 7/19	6:54AM		7:52PM				12.5	12.5	2044.55
Sun 7/20	6:51AM		6:42PM				13.6	13.8	2057.35
Mon 7/21									2057.36
Tue 7/22									2057.36
Wed 7/23	6:58AM		6:34PM				13.1	13.1	2073.45
Thu 7/24	7:00AM		7:35PM				12.1	12.1	2082.56
Fri 7/25									2082.65
Sat 7/26									2082.65
Sun 7/27									2082.55
Mon 7/28	6:58AM		8:07PM				12.8	12.0	2095.15
Tue 7/29									2095.15
Wed 7/30									2095.15

8

Custer Demand to Bargain

Michelle Mahon

Sent: Wednesday, July 30, 2014 6:11 AM

To: Boyle, Angela [angie_boyle@chs.net]

Attachments: Custer Demand to Bargain 7~1.pdf (117 KB)

Angie,
Please see the attached demand to bargain.
Thank you, Michelle

Michelle Mahon, RN
National Representative
National Nurses United
mmahon@nationalnursesunited.org
234-207-6706

National Nurses United

www.NationalNursesUnited.org
@NationalNurses

GC Ex 450

NATIONAL NURSES ORGANIZING COMMITTEE

Ohio RNs Put Patients First

Angie Boyle, SPHR
Affinity Medical Center
875 Eight Street Northeast
Massillon, Ohio 44646

July 30, 2014

Dear Angie,
It has come to the Union's attention that Affinity Medical Center has issued discipline to RN Michelle Custer over attendance. The Union hereby demands to bargain over this discipline. So that we may bargain over this discipline we request the following information:

1) A copy of Michelle's complete employment file;
2) A copy of Michelle's time clock report for the past 12 months;
3) A copy of any and all documents or spreadsheets that document Michelle's points;
4) A copy of all time reports for any and all Affinity Medical Center RNs who have been members of the bargaining unit in the past 12 months for the past year;
5) A copy of any and all documents or spreadsheets reflecting the points of any and all Affinity Medical Center RNs who have been members of the bargaining unit in the past 12 months for the past year.

Please provide the requested information by August 7.

Sincerely,

Michelle Mahon, RN
National Representative